

UK Terms and Conditions 2026

Parties

These terms and conditions (the “Clauses”) will govern all agreements entered into between the Client (“Client”, “You”, “Your”) and Reward Gateway (UK) Ltd., trading as Reward Gateway | Edenred (“We”, “Us”, “Our”, “Reward Gateway”) (together the “Parties”) for the provision of the Services. Together, these Clauses, the Schedules and the Order Form represent the entire and only agreement between Us in relation to its subject matter.

1. Definitions

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

Add-on: a Module made available at an additional fee under an Order Form or Order Form addendum, as described in Part 3 of Schedule 1.

Annual Fee: the annual fee for the Package Tier and/or Modules purchased by You, as described in the Order Form (also referred to as the “Package Fee” where a Package Tier is purchased).

Applicable Data Protection Laws: means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which We are subject, which relates to the protection of Personal Data.

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

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

Benefit Provider: as defined in Schedule 4 (BenefitsFlow).

BenefitsFlow: Our benefits data automation service described in Schedule 4.

Client Marks: the trademarks, service marks, trade names, logos and other commercial and product designations of Client identified by You for use on the Platform.

Client Personal Data: any Personal Data which We Process in connection with this agreement in the capacity of a Data Processor on behalf of You, as further described in Schedule 7 (Data Sharing Agreement).

Client Success Manager: a dedicated manager (or such equivalent account management contact as We may designate for Your account, howsoever titled) provided to You to derive maximum value from the Services.

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

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

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

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

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

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

Data Subject: as defined in the Applicable Data Protection Laws.

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

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

Employee Terms: the agreement entered into between Us and the Employees which sets out the terms and conditions upon which We permit Employees to access and use the Platform and the Services. You acknowledge that Employees may additionally be required to accept the terms of a Retail Partner, Benefit Provider or other third party in order to receive particular products or services.

Engage App: Our mobile application (available on Android and iOS) through which Employees may access the Platform, including discount, savings and, where included in Your Package Tier, recognition and reward functionality, as described in Schedule 3. References in any Order Form or prior documentation to the “SmartSpending app” or the “Connect+ app” shall be read as references to the Engage App.

EngagementOS: the brand name for the Platform and the underlying administration and automation engine operated by Us.

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

Financial Return Guarantee or FRG: the guarantee described in Schedule 6, which applies only where expressly specified in the Order Form and only to the Advanced and Performance Package Tiers.

Force Majeure: in relation to either Party, any circumstance beyond the reasonable control of that Party including, but not limited to, any act of God, war, riot, pandemic, explosion, abnormal, unusual or extreme weather conditions, loss of utilities, fire, flood, failure or breakdown of telecommunications systems or network infrastructure, malicious network attacks, strike, lock out or industrial dispute, fuel shortages and/or governmental or regulatory authority action.

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

Implementation Fee: as described in the Order Form.

Implementation Period: the period commencing on the Contract Date and ending on the Launch Date, with the target duration (if any) set out in the Order Form.

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

Minimum Term: the period described in the Order Form, commencing on the Service Start Date (also referred to in the Schedules as the “Initial Term”).

Module: an individual product, service or capability made available by Us, as listed in Schedule 1, Schedule 3 or the Order Form.

Order Form: the document setting out the agreed commercial terms between You and Us, including but not limited to, details of the Services, the Package Tier (if any), the Annual Fee and term, which incorporates these Terms and Conditions and the Schedules.

Package Tier: one of the Foundation, Advanced or Performance packages described in Schedule 1, as specified in the Order Form.

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

Platform: the EngagementOS employee engagement platform managed by Us for the Client.

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

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

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

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

Renewal Term: as defined in Clause 7.

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

Reward Gateway Personal Data: any personal data which We Process in connection with this agreement in the capacity of a Data Controller, as further described in Schedule 7.

Schedules: the schedules to these Terms and Conditions, each of which forms part of this agreement.

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

Services: the products and services that are ordered by You, as described in the Order Form, comprising the Package Tier and/or Modules specified therein together with any Add-ons.

Sub-processor: any third party appointed by Us to Process Client Personal Data on Our behalf.

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

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

2. Our Obligations

- 2.1. Subject to Clause 2.2, We will provide the Services with reasonable skill and care and in accordance with this agreement and applicable laws and regulations.
- 2.2. You acknowledge that receipt of any Services provided by Retail Partners or Benefit Providers may be subject to You and/or the Employee accepting the Retail Partner's or Benefit Provider's terms. We shall not be liable for any breach of such terms by the Retail Partner or Benefit Provider, or for any failure or delay to provide the Services due to You or Your Employees' failure to accept such terms.
- 2.3. We shall also:
 - 2.3.1. provide You with a Client Success Manager, who may change throughout the course of our partnership;
 - 2.3.2. appoint You an implementation specialist for three months from the first implementation meeting to project manage the implementation of Your Platform;
 - 2.3.3. unless You have chosen to design (or to procure a third party to create on Your behalf) Your own Platform brand in accordance with Clause 4.2, design an initial Platform brand for Your Platform following Your brief, with two revisions requested by You if required;
 - 2.3.4. use the Platform brand (either created by Us, You or a third party procured by You) to configure the Platform, including tile design and placement, menu creation and page linking and segmentation, subject to a maximum of three segmentation groups being configured. Future segmentation revisions (as required) can be created by You after the initial launch; any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed upon by the Parties;
 - 2.3.5. provide electronic communication materials to promote Your Platform (the "Communication Materials"). All provided Communication Materials will be designed by Us and tailored using Your Platform colours and logo; and

2.3.6. provide You with access to the self-service integrations dashboard.

2.4. We shall provide a Client Support Team, available Monday through Friday, 9am–6pm, who will assist with technical questions and guidance for using Our Portal. Where administration access is not available to You, the Client Support Team will provide administration support.

2.5. This agreement sets out the full extent of Our obligations and liabilities with respect to the design, development, testing, delivery and provision of the Services and the Platform. All conditions, warranties or other terms concerning the same, which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise), are hereby expressly excluded.

2.6. During the Term of this Agreement, We may contact You from time to time to invite You to participate in a pilot phase of new products, services, or features. Any such participation shall be subject to separate terms communicated to You at the relevant time. For the avoidance of doubt, the terms of this Agreement shall not apply to any pilot, test, or pre-release environment unless expressly stated otherwise in writing.

3. Our Service Levels

3.1. We will comply with the following service levels:

- 3.1.1. 99.5% Platform availability measured across any rolling 12-month period, excluding scheduled maintenance and emergency preventative maintenance;
- 3.1.2. 99% of Retail Partner Instant Vouchers will be available in the Employee's account within 60 seconds of payment card approval;
- 3.1.3. 99% of orders for Retail Partner new Reloadable Cards ordered by 5pm on a Working Day will be sent by first-class mail on the same day;
- 3.1.4. where a request is made for cashback to be withdrawn into a bank account, 95% of withdrawals of confirmed cashback will be transferred within three Working Days; and
- 3.1.5. 100% immediate conversion where cashback is used towards the purchase of Our Retail Partners' vouchers and Reloadable Cards.

4. Client Obligations

4.1. You will:

- 4.1.1. not promote the Services or permit access to the Platform to any party other than Your Employees, unless otherwise agreed in writing by Us;
- 4.1.2. not charge any party for access to the Platform or use of the Services;
- 4.1.3. not use, or attempt to use, the Services or the Platform for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach of any intellectual property rights belonging to any third party;
- 4.1.4. not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Services or the Platform, save as permitted by this agreement;
- 4.1.5. cooperate with Us in all matters relating to the Services, including (i) providing Us with such information and materials as We reasonably require to supply the Services, and (ii) ensuring that such information is complete and accurate in all material respects including, but not limited to, the Employee data uploaded through the self-service integrations dashboard;

- 4.1.6. comply with Your implementation and data onboarding obligations set out in Schedule 2, including the provision of a complete and accurate Employee data file and the set-up of integration to the Platform from Your corporate systems or identity provider (IDP) using the integrations dashboard in order to configure Employees' access to the Platform and Services;
- 4.1.7. be liable for any country of service (as specified in the Order Form) payroll costs arising out of the provision of the Services under this agreement;
- 4.1.8. before processing any salary deduction or salary sacrifice adjustment in connection with any Module, perform final National Minimum Wage checks to ensure that the deduction is permitted under the National Minimum Wage Regulations 2015 and any other applicable law, and not process any deduction that would cause an Employee's pay to fall below the applicable statutory minimum; and
- 4.1.9. activate the Modules within Your Package Tier in accordance with Part 4 of Schedule 1.
- 4.2. If You notify Us that You have decided to create (or procure a third party to create) Your Platform brand, then You must send the Platform brand (including at least the brand logo, corporate logo and unique domain name) to Us within three weeks of Your first implementation meeting with Us. The Platform brand must meet Our reasonable requirements notified to You from time to time.
- 4.3. You are responsible for the printing, production and distribution of the Communication Materials.
- 4.4. You will provide Us with a copy of any bespoke fonts You require Us to use in design work. These copies must be licensed for Us to use. If a licensed copy of the font is not provided, We will use the closest alternative font available to Us.
- 4.5. You shall take all necessary steps to ensure that Your Employees and any other persons employed or engaged by You, do not, during the course of the provision of the Services, engage in any sexual, abusive, threatening or intimidating behaviour towards Us, Our employees and/or any other persons engaged by Us.
- 4.6. You and Your Employees shall comply with all Your policies, handbooks, procedures and rules relating to conduct prohibiting harassment, abuse and threatening or inappropriate behaviour, as well as any equivalent policies provided by Us.
- 4.7. We shall have the right to suspend and or terminate this Agreement with immediate effect upon giving notice, should any of Your Employees breach this clause.
- 4.8. Where the countries of service specified in the Order Form extend beyond the United Kingdom, You must comply with Schedule 5.

5. Fees and Payments

- 5.1. We will invoice You the Implementation Fee at any time from the Contract Date and the first Annual Fee at any time from the Service Start Date.
- 5.2. We will invoice You one month prior to the end of each Contract Year for the Annual Fee.
- 5.3. For the duration of this agreement the Fees shall automatically increase by five percent (5%) on each anniversary of the Service Start Date to reflect anticipated increases in the cost of delivering the Services and general inflationary conditions.
- 5.4. We may also increase the Fees on thirty (30) days' written notice where there is a material increase in Our costs arising from changes in law, regulation, taxation, or third-party supplier pricing.

- 5.5. We will provide 5% additional complimentary employee licences to support employee growth. You can add additional Employees to the Platform at any time. Any additional Employees added to the Platform will be billed on a quarterly basis. For the avoidance of doubt, a reduction in Your workforce or in the number of Employees registered on or with access to the Platform (howsoever arising, including by reason of redundancy, divestment or restructuring) shall not entitle You to any reduction of, credit against, or refund of the Annual Fee or any other Fees.
- 5.6. Unless stated otherwise in this agreement, all invoices shall be paid by You within 30 days of the invoice date by bank transfer into a single bank account as nominated in writing from time to time by Us. Reward and Recognition invoices shall be paid by You within 7 days of the invoice date.
- 5.7. All taxes will be borne by the Party on whom they are legally levied. VAT payable in relation to the provision of the Services under this agreement shall be considered levied on You.
- 5.8. Should You fail to pay any invoices owed under this Clause, We (at Our sole discretion) shall charge You a monthly interest rate of 4% above the Bank of England base rate on any overdue sums payable to Us under each and every invoice. You shall be solely liable to pay any outstanding invoices along with all interest accrued.
- 5.9. You will be solely responsible for any additional taxes or other amounts payable in respect of the non-cash benefits provided.
- 5.10. Where You require Us to submit invoices to a third-party, e-billing, or supplier portal (including but not limited to any accounts payable or procurement platform nominated by You), any costs, fees, or charges levied by that portal provider in connection with the submission, processing, or maintenance of such invoices shall be borne solely by You. We reserve the right to invoice You separately for any such costs or add them to the relevant invoice.
- 5.11. Where You require Us to complete, participate in, or be assessed by any external due diligence, compliance, accreditation, or supplier verification provider (including but not limited to third-party risk assessment platforms), any fees or charges levied by that provider shall be borne solely by You. We reserve the right to invoice You separately for any such costs or add them to the relevant invoice.
- 5.12. Where any amount under this agreement is held, received or transacted in a currency other than sterling, You will be solely liable for any foreign exchange costs arising from holding, receiving or transacting in such currency, including in connection with the conversion of centrally-funded reward budgets or award values into local currencies under Schedule 3 or Schedule 5.
- 5.13. If You are required by law to withhold or deduct an amount payable to Us:
 - 5.13.1. You shall pay the amount required to be withheld or deducted to the relevant revenue or collection authority within the time allowed for such payment; and
 - 5.13.2. You shall pay such additional amounts as are necessary to ensure that after making the deduction or withholding, We receive the full amount required to be paid before giving effect to such deduction.

6. Compliance with Laws

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

7. Renewal

- 7.1. This agreement shall automatically renew for successive periods of twelve (12) months (each a “Renewal Term”) unless terminated by either Party in accordance with Clause 12 or by either Party giving no less

than one hundred and twenty (120) days' written notice of termination prior to the expiry of the Minimum Term or the applicable Renewal Term.

- 7.2. Following the Minimum Term, for each Renewal Term, the Annual Fee will be subject to an increase of ten percent (10%) calculated on the Annual Fee of the twelve (12) months of the Minimum term, taking into account the annual increase under Clause 5.3.
- 7.3. You are solely responsible for monitoring and managing the notice deadlines in Clause 7.1. We have no obligation to remind You that a notice window is approaching, open or has passed, and no failure by Us to provide any such reminder shall affect the operation of Clause 7.1 or Clause 7.2.

8. Intellectual Property

- 8.1. For the term of the agreement, You grant Us a non-exclusive, royalty-free, revocable licence to use Your Client Marks to the extent necessary to provide the Services and the Portal in accordance with this agreement. You warrant that Our use of such Intellectual Property Rights in accordance with this agreement will not infringe the Intellectual Property Rights of any third party.
- 8.2. You shall indemnify Us in full against all liabilities, costs, expenses, damages and losses (including, but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, calculated on a full indemnity basis, and all other reasonable professional costs and expenses) ("Losses") suffered or incurred by Us arising out of, or in connection with, any claim that the Client Marks infringe any Intellectual Property Rights of a third party, save to the extent that such Losses were caused by Our (or Our personnel's, subcontractors' or representatives') fraud, wilful default, negligence or breach of this agreement.
- 8.3. Save for Intellectual Property Rights licensed to Us in accordance with Clause 8.1, We confirm that We are the owner of all Intellectual Property Rights in, or capable of subsisting in, the Platform and the Portal, and/or that We hold the necessary authority from any applicable third party owner of any such Intellectual Property Rights to grant to You under this agreement the limited licence to use the Platform and the Portal. We warrant that Your use of the Services, the Platform and the Portal in accordance with this agreement will not infringe the Intellectual Property Rights of any third party.
- 8.4. We shall indemnify You in full against all Losses suffered or incurred by You arising out of, or in connection with, any proven claim that the receipt, use or supply of the Services infringes any Intellectual Property Rights of a third party.
- 8.5. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") under this agreement, the Indemnified Party shall:
 - 8.5.1. notify the Indemnifying Party without undue delay in writing of any claim against it qualifying for an indemnity (a "Claim");
 - 8.5.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 8.5.3. provide the Indemnifying Party with such reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
 - 8.5.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

9. Confidentiality

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

10. Data Protection

10.1. Each Party shall comply with all obligations imposed on it under the Applicable Data Protection Laws, and as described in the Data Sharing Agreement in Schedule 7. In the event of conflict between this Agreement and the Data Sharing Agreement the Data Sharing Agreement shall prevail.

11. Liability

- 11.1. Unless otherwise set out elsewhere in this agreement, Our liability to You for all claims under or in connection with this agreement is limited, in aggregate, to the amount of annual Fees paid by You to Us under this agreement.
- 11.2. Unless otherwise set out elsewhere in this agreement, Your liability to Us for all claims arising under or in connection with this agreement is limited, in aggregate, to the amount of annual Fees paid by You to Us under this agreement, save for any unpaid Fees due under this agreement.
- 11.3. Each Party will not be liable for:
 - 11.3.1. indirect or consequential loss; or
 - 11.3.2. any loss of use or corruption of software, data or information, or loss of profit, loss of agreements or contracts or goodwill arising out of use or access to the Platform, the provision of Services or otherwise in connection with this agreement.
- 11.4. Nothing in this agreement limits or excludes liability which cannot be limited or excluded by law.
- 11.5. We shall not be liable for any cashback balances and instant vouchers that remain unclaimed beyond two years following issuance.

12. Termination

- 12.1. We may terminate and/or suspend 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. Fees for the period under suspension remain due and payable in full.
- 12.2. Either Party may terminate with 30 days' notice if the other Party:
 - 12.2.1. ceases or threatens to cease carrying on its business, operations or activities; becomes bankrupt or goes into liquidation; becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets;
 - 12.2.2. if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that

Party, or that Party suffers any similar process in any jurisdiction outside of England and Wales;
or

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

12.3. Without prejudice to Clause 12.2.3, where a Party commits the same breach, or a materially similar breach, of this agreement on three or more occasions in any rolling 12-month period (whether or not each individual breach was remedied), the other Party may terminate this agreement on 15 days' written notice without any further opportunity to cure.

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

12.5. On termination, You will pay all outstanding fees and each Party will, on request, return to the other Party or delete all Confidential Information of the other Party, unless it is required to retain such information by applicable laws.

12.6. Termination or expiry of this agreement on whatever basis shall be without prejudice to any rights or obligations of either Party which have accrued prior to the date of termination, and shall not affect the continuation or coming into force of any provision of this agreement which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

13. Force Majeure

13.1. Subject to Clause 13.5, neither Party will be liable for any failure or delay in the performance of any of its obligations under this agreement where such delay or failure is reasonably attributable to an event of Force Majeure.

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

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

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

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

14. Notices

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

15. Severance

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

16. Partnership, Agency and the Rights of Third Parties

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

17. Variation and Assignment

- 17.1. We may vary the terms of this agreement by providing no less than sixty (60) days' written notice to You, save as for an increase in Fees in line with Clause 5.4.
- 17.2. If any such variation materially affects Your rights or obligations under this agreement, You may, within thirty (30) days of receiving notice of the variation, terminate this agreement by written notice to Us.
- 17.3. Termination under Clause 17.2 shall not relieve You of Your obligation to pay all Fees accrued up to the date of termination and any Fees in connection with the remainder of the current Contract Year.
- 17.4. For the avoidance of doubt, changes required by law or regulation, or changes that do not materially affect Your rights or obligations under this agreement, shall not entitle You to terminate under Clause 17.2.
- 17.5. Where the Financial Return Guarantee applies to You pursuant to the Order Form, no variation made by Us under Clause 17.1 shall amend, or adversely affect the operation of, Schedule 6 in respect of You for the duration of the Minimum Term.
- 17.6. We may assign, novate, or subcontract any of Our rights or obligations under this agreement to any member of Our Group Companies or to an Authorised Third Party, provided that such assignment, novation, or subcontracting does not materially affect the performance or quality of the Services.
- 17.7. You may not assign, transfer, charge, or otherwise deal with any of Your rights or obligations under this agreement without Our prior written consent.

18. Dispute Resolution

If any dispute arises in connection with the agreement, the Parties will meet within 10 days to resolve it. The Parties agree to try to settle unresolved disputes within the mediation of the Centre for Effective Dispute Resolution. If the dispute is not settled by mediation within 14 days of commencement of the mediation, or within such a further period as the Parties may agree in writing, either Party may bring a claim in accordance with Clause 20.

19. Waiver

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

20. Governing Law

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

21. Schedules and Order of Precedence

- 21.1. The following Schedules form part of this agreement: Schedule 1 (Package Tiers, Standalone Modules and Add-ons); Schedule 2 (Implementation and Data Onboarding); Schedule 3 (Service Modules); Schedule 4 (Benefits Flow); Schedule 5 (Global Experience); Schedule 6 (Financial Return Guarantee); and Schedule 7 (Data Protection Schedule).
- 21.2. A Schedule applies to You only to the extent that the corresponding Module, Package Tier or service is specified in Your Order Form (or an Order Form addendum), save that Schedule 2 and Schedule 7 apply in all cases.
- 21.3. In the event of any conflict or inconsistency between the documents forming this agreement, the following order of precedence shall apply (highest first): (i) the Order Form (including any addendum); (ii) the Schedules; and (iii) these Clauses.

Schedule 1 - Package Tiers, Standalone Modules and Add-ons

Part 1 - Package Tiers

- 1.1. The Services are organised into the following Package Tiers, as specified in the Order Form. Where a Package Tier is specified, Our obligation is to configure and host all Modules within that Package Tier within the Implementation Period, subject to You fulfilling Your obligations under Schedule 2 and this Schedule 1.
- 1.2. **Foundation Package.** The Foundation Package comprises:
- (a) all capabilities within EngagementOS Core, being: Branded Experience; Communications; Integrations; the Mobile Engage App; Surveys; and Analytics;
 - (b) all capabilities within Your Money, being: the Household & Technology Scheme; Car Benefit; Mortgage Advice and Brokering; and all capabilities within Discounts, being: Employee Discounts; Auto Top-Up; and Cashback;
 - (c) Your Health being: GP and Health Access (an employee-paid, voluntary health cash plan which includes a GP service where the employee has taken out a plan); Dental; the Wellbeing Centre ;and
 - (d) Your Lifestyle being: Cycle to Work; Holiday Trading; and Donate to Charity.

The Financial Return Guarantee does not apply to the Foundation Package under any circumstances.

- 1.3. **Advanced Package.** The Advanced Package comprises all Foundation Package capabilities, plus:
- (a) Moments - Recognition (non-financial), being: eCards; Social Recognition; Scheduled Recognition (non-financial); and Award Nominator (non-financial);
 - (b) Goals & Challenges

The Financial Return Guarantee applies to the Advanced Package, subject to and in accordance with Schedule 6, where specified in the Order Form.

- 1.4. **Performance Package.** The Performance Package comprises all Advanced Package capabilities, plus:
- (a) the full Moments - Reward and Recognition Suite, being: Bulk Awards (Award File Plus); the Reward Marketplace; Award Nominator (financial); Scheduled Recognition (financial); Instant Awards; and Boost;
 - (b) Total Reward Statement; and

The Financial Return Guarantee applies to the Advanced and Performance Package, subject to and in accordance with Schedule 6, where specified in the Order Form.

- 1.5. **Employee Assistance Programme ("EAP") Eligibility (All Package Tiers).** The EAP (Helpline) is made available to You at no additional fee, regardless of Package Tier, subject to You having activated and maintaining a minimum of two Salary Sacrifice or net pay deduction benefits (namely, Cycle to Work, Car Benefit, Holiday Trading, or the Household and Technology Scheme). When You no longer meet the qualifying criteria, EAP access shall be void until the criteria is again satisfied. This benefit sits within the Your Health category referenced in paragraph 1.2(c).

Part 2 - Standalone Modules

- 2.1. Where the Order Form specifies individual Modules rather than a Package Tier, only those Modules shall be provided, and references in this agreement to a Package Tier shall not apply. Clients purchasing standalone Modules are not eligible for the Financial Return Guarantee under any circumstances.

Part 3 - Paid Add-ons

- 3.1. The following Modules are available as paid Add-ons at the additional fee set out in the applicable Order Form or Order Form addendum:
 - (a) Holiday Trading (Foundation only - included in Advanced and Performance);
 - (b) Health benefits Add-ons, including EAP Essential and EAP Complete, Healthcare Plan Advanced, Virtual GP, Eyecare Vouchers, Mental Health Programme and Bespoke Wellbeing Programmes (all tiers);
 - (c) Financial Wellbeing Programmes (all tiers);
 - (d) Total Reward Statement (Foundation and Advanced - included in Performance);
 - (e) Global Experience (all tiers)
 - (f) Benefits Flow+ Intermediate and Benefits Flow+ Advanced tiers (all tiers - see Schedule 4); and
 - (g) Advanced Surveys & AI Insights (all tiers).
- 3.2. Each Add-on is governed by a separate order or Order Form addendum and may be priced, scoped and terminated independently of the remainder of the Services. These Clauses and the Schedules apply to an Add-on only where and to the extent the applicable Order Form addendum incorporates them by reference.
- 3.3. Certain Modules and Add-ons are delivered by or in conjunction with third-party providers. You acknowledge that: (i) receipt of such Modules may require You and/or Employees to enter into a direct agreement with the relevant provider (including where required by regulation or the provider's standard operating model); (ii) additional fees may be payable to Us or the provider directly, as set out in the Order Form or the provider's terms; and (iii) We are not a party to, and have no liability under, any such direct agreement.

Part 4 - Module Activation Obligation

- 4.1. You shall activate all Modules contracted within Your Package Tier within sixty (60) days of the Launch Date. "Activate" means completing the configuration steps notified by Us as necessary for the Module to be available to Employees on Your Platform.
- 4.2. Where a Module has not been activated within ninety (90) days of the Launch Date, other than by written agreement with Us:
 - (a) Our configuration obligation in respect of that Module shall be deemed fulfilled;
 - (b) no reduction of, credit against, or refund of the Annual Fee shall be payable in respect of that Module; and
 - (c) where the Financial Return Guarantee applies, failure to activate any Qualifying Benefit (as defined in Schedule 6) within the required timeframe shall void FRG eligibility for the remainder of the Minimum Term.

Part 5 - Package Changes

- 5.1. We reserve the right to update the composition of each Package Tier on 60 days' written notice. No such update will remove a Module already contracted in Your Order Form for the duration of the Minimum Term.
- 5.2. You may upgrade Your Package Tier at any time by agreement, with Fees adjusted from the effective date of the upgrade. A downgrade of Package Tier is permitted only with Our written agreement and with

effect from the next Renewal Date. Where the Financial Return Guarantee applies, any downgrade from the Performance or Advanced Package at any point during the Minimum Term shall permanently void FRG eligibility, as further set out in Schedule 6.

Schedule 2 - Implementation and Data Onboarding

1. **Employee data file.** You shall provide Us with a complete and accurate Employee data file within six (6) weeks of the Contract Date. Where You have an HRIS or payroll system capable of integration with the Platform, You may satisfy this obligation by granting Us the access necessary to populate Employee records directly. Where neither option is practicable, the Parties shall agree in writing an alternative onboarding plan within fourteen (14) days of the Contract Date.
2. **IDP integration.** You shall complete the set-up of integration to the Platform from Your corporate systems or identity provider (IDP), using the self-service integrations dashboard, within the Implementation Period.
3. **New joiners and leavers.** Throughout the term You shall keep the Employee data held on the Platform materially complete and accurate and shall ensure that new Employees are registered (or their data provided to Us for registration) within thirty (30) days of their employment start date and that leavers are removed promptly. Where You do not have an active integration or automated data feed, You shall use reasonable endeavours to meet this obligation and shall notify Us of new joiners on at least a monthly basis.
4. **Client delay.** Any failure by You to comply with paragraphs 1 or 2 of this Schedule shall constitute a delay attributable to You for billing purposes. Without limiting Clause 5, the Service Start Date shall occur, and the first Annual Fee shall become invoiceable, no later than the date falling three months after the Contract Date notwithstanding any such delay, and We shall have no liability for any consequent delay to the Launch Date or to the delivery of the Services.

Schedule 3 - Service Modules

This Schedule sets out the terms applicable to the individual Modules. Part A applies to every Module. The remaining Parts apply only where the relevant Module is included in Your Package Tier or otherwise specified in the Order Form.

Part A - General Provisions Applicable to All Modules

- A.1. **Our general obligations.** In respect of each Module specified in the Order Form, We will: (a) configure and host the Module on the Platform; (b) provide help desk support for You and Your Employees in accordance with Clause 3 of the Clauses; and (c) where the Module is delivered with a third-party provider, coordinate the availability of that provider's services through the Platform.
- A.2. **Your general obligations.** In respect of each Module, You will: (a) provide Us with all information, rules, approvals and data reasonably required by Us to configure and operate the Module, and ensure such information is complete and accurate; (b) advise Us of any changes or circumstances that could affect the operation of the Module; (c) communicate the availability of the Module to Your Employees; (d) obtain Your own tax advice in respect of the Module and be responsible for accounting for any tax and national insurance arising in connection with it; and (e) where the Module involves salary deductions or salary sacrifice, correctly process all Employee salary adjustments (including income tax and national insurance), ensure each Employee's request is valid, ensure any change to terms and conditions of employment is properly addressed, and comply with Clause 4.1.8 (National Minimum Wage).
- A.3. **Templates.** Any documents provided by Us in connection with a Module, including template salary sacrifice agreements, employee-facing terms or FAQs, are examples only. You shall satisfy Yourself as to compliance with employment law, the Applicable Data Protection Laws and tax legislation, and shall tailor such documents to Your and the participating Employees' circumstances. We accept no liability arising from Your use of such templates.
- A.4. **Salary information.** Where You provide Us with Employee salary information (including annual gross salary or daily rate and date of birth), We will store and use that information to calculate Employee affordability and eligibility for the relevant Modules (including the Household & Technology Scheme, Car Benefit, Cycle to Work and Holiday Trading) and to display active orders to Employees.
- A.5. **Legislative change.** The Parties agree that any Module operated by reference to tax legislation or HMRC policy (including Cycle to Work, Car Benefit, Holiday Trading and Payroll Giving) may be amended or withdrawn by Us in the light of any legislative or HMRC policy change. Reasonable notice will be given to You in such circumstances.

Part B - Engage App and Employee Discounts

- B.1. **Additional definitions.** "Employee Discounts": Our employee discounts Module providing online and in-store discounts. "Instant Voucher": a digital code that holds discounted store credit. "Cashback": an online offer facility that allows an Employee to receive a percentage of the cost or a fixed amount back after a purchase. "Reloadable Card": a physical card that can be reloaded with discounted store credit. "eGift Card": a method of payment in order to redeem products. "Discount Code": a code issued by Us or a Retail Partner entitling the holder to a discount on goods or services, including global discount codes made available in territories where direct transactional discounts are not offered. "Auto Top-Up": an automated funding mechanism for discount or savings schemes. "Gifting Hub": functionality for purchasing and distributing gift cards or vouchers. "Digital Wallet": a saved list of Instant Vouchers and eGift Cards purchased by the Employee. "Goals & Challenges": the functionality where users can set personal goals and participate in individual and team wellbeing challenges, relating to steps, distance, healthy habits,

streaks, leaderboards, virtual races, recognition activities and target-based outcomes, with progress tracked automatically through connected fitness devices.

- B.2. **Our obligations.** We will make the Employee Discounts Module available via the Platform and the Engage App, with each savings option replicated on both desktop and app. The Engage App may be used to purchase Instant Vouchers and eGift Cards (which are automatically saved to the Employee's Digital Wallet), to earn Cashback when shopping online, to apply Cashback towards Instant Voucher purchases, and to purchase and top up Reloadable Cards at a discounted price. The Engage App additionally provides a retailer listing, retailer screens, an Employee account view and, where recognition Modules are included in Your Package Tier, a social feed of recognition moments and blog posts, eCard sending, Employee profiles, peer-to-peer nomination and configurable push notification alerts. The Engage app also provides access to Goals & Challenges features, including wellbeing content, activity and fitness tracking, and recognition features, allowing Employees to participate in individual and team-based wellbeing activities.
- B.3. A list of available Instant Vouchers and Cashback offers 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, and that the availability of any particular offer, retailer, Cashback facility or Discount Code is not guaranteed. The list will be correct at the point of request.
- B.4. Employees' purchases through the Employee Discounts Module are transactions between the Employee and Us or the relevant Retail Partner under the Employee Terms and any applicable Retail Partner terms.
- B.5. We shall not be liable for any fees, charges or currency conversion costs levied by an Employee's bank, card issuer, or payment provider in connection with a purchase made through the Employee Discounts Module. Any such fees or charges are a matter between the Employee and their bank or card provider and neither the Employee nor You shall have any claim against Us in respect of them.

Part C - Moments: Recognition and Reward

- C.1. **Additional definitions.** "Award": an award of the Award Value which Your nominated authorisers (or, for Instant Awards, Pot Owners) 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": the monetary amount You wish to be awarded to the Employee. "Recipient": an Employee who is the beneficiary of an Award. "eCard": an electronic organisational greeting containing pictorial graphics and message lines that emphasise the values and behaviours You wish to see recognised. "Social Recognition Wall": the feed which takes peer-to-peer and manager-to-peer moments of recognition and makes them public. "Reward Marketplace": the reward redemption webpage where Employees can choose to redeem their Awards. "Award File Plus / Bulk Awards": the engine that supports point-in-time recognition in bulk, such as large group achievements or long-service awards. "Award Nominator": the workflow enabling Employees to nominate others for awards, using the nomination form, award types and approval method configured by You. "Instant Awards": awards sent by Pot Owners (Employees to whom You have assigned a reward budget) to instantly recognise and reward Employees. "On the Spot Recognition": unique digital award codes available for You to print, distribute and track. "Boost": functionality enabling enhanced rewarding of designated eCard or Award categories. "Scheduled Recognition": automated recognition (financial or non-financial) triggered by predefined events or milestones.
- C.2. **Recognition (non-financial) - Advanced and Performance.** We will: (a) enable functionality for Employees to choose from a selection of eCards and transmit them to other Employees on a real-time basis, with initial design drafts for up to 12 eCards and up to three rounds of revisions; (b) provide the Social Recognition Wall and the real-time transmission of peer-to-peer social interactions such as reactions and comments; (c) provide Scheduled Recognition (non-financial) and Award Nominator (non-financial)

functionality, assisting You in creating up to five award types; and (d) report on eCards and nominations to Your authorised Employees.

- C.3. **Reward (financial) - Performance only.** We will: (a) provide access for Recipients to a webpage with Your branding hosted on the Platform explaining the Award redemption process; (b) notify Recipients of Awards on receipt of Award Data; (c) credit the Recipient's account with the Award Value within 2 Working Days of receipt of the Award Value from You in accordance with paragraph C.5; (d) enable functionality for a Recipient to choose and place an order for Instant Vouchers or other rewards through the Reward Marketplace (You accept that the selection may change and availability of any particular reward is not guaranteed; a list is available on request); (e) cancel any Instant Vouchers notified to Us as undelivered and, subject to security checks and investigation, issue replacements as soon as reasonably practical; (f) provide You with reports of rewards chosen by Recipients on request; (g) for Instant Awards, draft the initial design for up to 12 Instant Award cards with up to two rounds of revisions and, subject to confirmation of the award type and Award Value, allow Pot Owners to send Instant Awards through the Platform; and (h) for Bulk Awards, dispatch Awards to multiple Recipients on receipt of a complete and accurate award file.
- C.4. **Your obligations.** You will: (a) provide Us with Award Data (monthly, or at the frequency agreed); (b) be fully responsible for the completeness and accuracy of Award Data and award files; (c) provide Us with details of the award types You have created at least three (3) weeks prior to the Launch Date; (d) pay Us the Award Value credited to Recipients' accounts in accordance with paragraph C.5, where Awards are issued prior to payment, ownership remains with Us until payment is received, and You shall reimburse Us for any Awards redeemed prior to payment; (e) obtain Your own tax advice to ensure that the operation of the reward and recognition Modules is in accordance with all applicable legislation and HMRC policy, and account for any liability for tax, national insurance, growth and skills levy or similar taxes, contributions and levies arising in connection with Awards; and (f) advise Us of any changes or circumstances that could affect the operation of the reward and recognition Modules.
- C.5. **Reward fees and payments.** We will send You an invoice for prepaid funding (in the form of Award Value credited as a multi-purpose voucher (MPV)), in advance on a mutually agreed frequency or, upon Your request. Credit will be topped up, upon Your request, following invoice payment. At the end of each period We will collate the Awards issued and any remaining Award Value will be carried forward into the next period. Notwithstanding Clause 5.6, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted for payment. We will invoice You for any other agreed disbursements at the time You confirm the order, payable in accordance with Clause 5.6.
- C.6. **Award value.** 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 Modules, Awards are not eligible for retail discounts.
- C.7. **Currency conversion.** Where Awards are funded from a central budget in one currency and redeemed by Recipients in another currency (including under Global Experience), the Award Redemption Value will be converted at the published rate applied by Us at the date of redemption. You will be solely liable for any foreign exchange costs and rate movements in accordance with Clause 5.10. Currency conversion rates are published in the Help Centre and we reserve the right to amend these rates, notwithstanding Clause 17.1, with 10 working days notice.

Part D - Employee Communications

- D.1. **Additional definitions.** "Communications Module": Our employee communication tools, including Blogs, Pages, Layouts and Tiles, integrated within the Platform (formerly branded "SmartComms"). "Blogs": a collection of articles written by authorised Employees. "Pages": a collection of pages used to form the

basis of the Platform and host information You want to share with Your Employees. “Layouts”: a collection of layouts used to host information and help Employees navigate the wider Platform. “Tiles”: used to create layouts to display information or navigate Employees to other content or areas of the Platform.

- D.2. **Our obligations.** We will: (a) create up to ten Pages; and (b) provide initial access to the Platform for populating Blog content (timing to be agreed by the Parties during planning).
- D.3. **Your obligations.** You will provide Us with the content for Pages, Layouts and Tiles and the initial content for the Blogs, to be supplied three weeks prior to the Launch Date.

Part E - Employee Surveys

- E.1. **Additional definitions.** “Employee Survey”: surveys created, scheduled and dispatched by You to Your Employees or list of recipients, comprising the survey types made available on the Platform from time to time (including survey templates, polls, engaged index and eNPS). “Employee Survey Data”: details of recipients and other Personal Data sufficient to enable Us to process surveys.
- E.2. **Our obligations.** We will configure and host the Employee Survey functionality and make survey results available to Your authorised Employees. You control the content of each survey and what happens to survey data.
- E.3. **Your obligations.** You will be responsible for the lawfulness and content of each survey, for informing Employees how survey responses will be used, and for the completeness and accuracy of Employee Survey Data. Advanced Surveys / Behavioural Science programmes are available as an Add-on delivered with a third-party provider.

Part F - Wellbeing

- F.1. **Wellbeing Centre.** The Wellbeing Centre provides Employees access to mental, physical, nutritional and financial wellbeing content, tools and services on the Platform. We will: (a) configure and host the Wellbeing Centre and provide a help desk for Employee enquiries; (b) update content on the Wellbeing Centre regularly; and (c) unless You restrict this functionality, provide monthly Employee communications aligned to the Health Calendar (a monthly plan of wellbeing topics displayed within the Wellbeing Centre). Health Calendar communications are employment benefit communications sent in accordance with Clause 10; Employees may opt out at any time via the preference centre. You will give sign-posted access to the Wellbeing Centre on Your Platform and communicate its availability to all Employees.
- F.2. **Goals & Challenges.** Goals & Challenges is Our digital wellbeing platform, accessible through the Engage App, designed to support employee health, wellbeing and engagement. Goals & Challenges includes wellbeing content, activity and fitness tracking, habit-building tools and recognition features, a social engagement feature that allows users and administrators to create, manage and participate in individual or team-based challenges. Goals & Challenges may include challenges based on steps, distance, activity minutes, daily habits, streaks, leaderboards, virtual races, targets and other wellbeing-focused activities, with progress tracked manually or through compatible connected devices.
- F.3. **Health benefit Modules.** EAP, GP and Health Access (employee paid), Virtual GP (telephone and video consultations with a qualified practising GP or clinical pharmacist, call-backs, virtual consultations and an electronic private prescription service), Dental, Healthcare Plans, Eyecare Vouchers, Mental Health Programmes and Bespoke Wellbeing Programmes are delivered with third-party providers.

Part G - Total Reward Statement (TRS)

- G.1. TRS calculates and presents each Employee with their available benefits package and its full reward value, including both monetary and non-monetary benefits.

- G.2. **Our obligations.** We will: (a) configure and host TRS; (b) provide Employees with a statement that includes up-to-date details for benefits hosted by Us, which may include salary sacrifice benefits, employee discount and Cashback savings, and reward and recognition Awards received; and (c) include in the statement any Employee data or benefit details supplied by You in respect of benefits not hosted by Us.
- G.3. **Your obligations.** You will upload Employee data and details of any benefits not hosted by Us, and are responsible for the completeness and accuracy of that data.

Part H - Salary Sacrifice (General)

- H.1. **Additional definitions.** “Salary Sacrifice”: an arrangement between You and Your Employees whereby Employees are enabled to sacrifice a proportion of their pre-tax salary in exchange for those benefits or services available through the Platform which We confirm are eligible for salary sacrifice. “Salary Sacrifice Data”: any information reasonably required by Us (including Personal Data relating to the Employee) to enable Us to process requests for Salary Sacrifice benefits and to determine eligibility.
- H.2. **Our obligations.** We will configure and host the programmes which We confirm are eligible for Salary Sacrifice and provide help desk support for You and Your Employees’ enquiries relating to Salary Sacrifice in accordance with Clause 3.
- H.3. **Your obligations.** You will: (a) advise Us of any changes or circumstances which could affect Employees’ affordability or eligibility for Salary Sacrifice; (b) provide Us with any information required by Us, including information, rules and/or approvals requested in order for Us to operate the specified Salary Sacrifice scheme; (c) obtain Your own tax advice to ensure each scheme is a qualifying Salary Sacrifice arrangement; and (d) comply with paragraph A.2(e) of this Schedule in respect of every Salary Sacrifice deduction.

Part I - Cycle to Work

- I.1. **Additional definitions.** “Accepted Orders”: requests from Participating Employees for Products approved by You. “Application Period”: the time period during which an Employee may elect to participate (or, where Anytime Selection applies under Schedule 6, on an ongoing basis). “Cycle to Work Programme”: bicycle hire by You to Your Employees. “Letter of Collection”: the 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.
- I.2. **Our obligations.** We will configure and host the Cycle to Work Programme and provide a help desk for Employee enquiries. Letters of Collection will be made available for download by Participating Employees within five (5) Working Days of receipt of payment for Products under an Accepted Order. Where a direct debit arrangement has been successfully set up, the Letter of Collection will instead be made available automatically.
- I.3. **Your obligations.** In addition to Parts A and H of this Schedule, You will: (a) comply with the Consumer Credit Act 1974; (b) approve or reject requests from Participating Employees at the end of each Application Period (or on an ongoing basis for Anytime Selection); and (c) offer Participating Employees the ability to choose a value of Product in £1 increments, starting from £100.
- I.4. **Ordering and collection.** 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. You hereby authorise Us to release Products to Participating Employees. A Letter of Collection may be used for one transaction only (although that transaction may involve more than one Product), cannot be topped up, supplemented or combined with any other payment by the

Participating Employee, and We and Our third-party suppliers are not responsible for refunding partly spent Letters of Collection.

- I.5. **Quality and liability.** The Participating Employee is responsible for inspecting the Products for defects before acceptance, ensuring they are of satisfactory quality and fit for use. 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 compensating any loss. The total aggregate liability of either Party to the other in relation to the Cycle to Work Programme shall not exceed the value of the Letters of Collection issued after the most recent Application Period. Letters of Collection expire four months after issue; expired Letters of Collection will not be replaced or refunded.
- I.6. **Fees and payment.** You will be invoiced for approved orders at the frequency determined in configuring Your solution. You shall make payment within 10 Working Days of the date of Our invoice; Letters of Collection will be issued upon receipt of payment. The value of a Product shall be its retail value at the date the Participating Employee collects or orders it. Where a Participating Employee obtains a Product of a lower value than stated on the Letter of Collection, as required by HMRC guidelines, no sum in change will be provided to the Participating Employee or You.

Part J - Car Benefit

- J.1. **Additional definitions.** "Car Benefit": the benefit offered by You through Our Salary Sacrifice Modules whereby the Employee finances a motor vehicle through payroll deductions. "Supplier": Tusker. Other capitalised terms have the meanings given in Part I, applied to salary sacrifice cars.
- J.2. **Our obligations.** We will: (a) configure and host the Car Benefit scheme and provide a help desk for Employee enquiries; (b) store and use salary information provided by You to correctly calculate Employee affordability; and (c) store and display Employee orders on the Platform so that Employees can see their active orders.
- J.3. **Your obligations.** In addition to Parts A and H of this Schedule, You will: (a) provide Us with the accurate salary information needed to calculate Employee affordability (optional); (b) comply with the Consumer Credit Act 1974; (c) approve or reject orders from Participating Employees when contacted by the Supplier; and (d) enter into, and maintain in force throughout the term, Your own direct agreement with the Supplier for the purpose of running Car Benefit.
- J.4. **Supplier agreement lapse.** If Your direct agreement with the Supplier lapses or terminates for any reason: (a) the Car Benefit Module will be inactive for so long as no such agreement is in force, and (where the FRG applies) Cars will not be an Active Qualifying Benefit for the purposes of Schedule 6 during that period; (b) no reduction of, credit against, or refund of the Annual Fee shall be payable in respect of any period during which Car Benefit is inactive; and (c) where We give You notice of a change of Supplier, You must enter into a new direct agreement with the replacement supplier within the notice period. We will give You no less than 60 days' written notice of any change of Supplier.

Part K - Holiday Trading

- K.1. The Holiday Trading platform is the election system integrated within the Platform that enables Employees to buy, sell and carry over holiday in accordance with Your company policies.
- K.2. **Our obligations.** We will configure and host the Holiday Trading platform and provide help desk support for You and Your Employees in relation to Holiday Trading in accordance with Clause 3.
- K.3. **Your obligations.** In addition to Parts A and H of this Schedule, You will: (a) provide Us with any information required by Us, including information, rules and approvals requested in order for Us to

operate Holiday Trading; and (b) provide Us with the annual gross salary or daily rate of the Employees, and their date of birth.

Part L - Household & Technology Scheme

- L.1. **Nature of the scheme.** The Household & Technology Scheme (formerly branded “SmartTech”) is a **net pay deduction scheme and is not a salary sacrifice arrangement**. Participating Employees pay for Products from their net (post-tax) salary by way of payroll deduction. Participation gives rise to no income tax saving, no national insurance saving and no benefit-in-kind, and You shall ensure that the scheme is not represented to Employees as providing any such savings. Where the total value of an Employee’s outstanding deductions under the scheme exceeds £10,000 at any point, this may give rise to a taxable benefit-in-kind under HMRC rules; You are responsible for monitoring this threshold and ensuring correct tax treatment and reporting. You shall ensure that the scheme is not represented to Employees as providing any such savings.
- L.2. **Additional definitions.** “Accepted Orders”: requests from Participating Employees for Products pre-approved by You. “Application Period”: the time period over which any of Your Employees may elect to participate. “eGift Card”: the method of payment used to redeem Products. “Participating Employee”: Your Employees who have requested Products. “Products”: technology and household products offered by Us or a participating partner (currently Currys).
- L.3. **Our obligations.** We will configure and host the Household & Technology Scheme, provide a help desk for Participating Employee enquiries, and store and use salary information provided by You to calculate Employee affordability.
- L.4. **Your obligations.** In addition to Part A of this Schedule, You will: (a) correctly process all Participating Employee net pay deductions and ensure that each deduction is valid, accurate and compliant with Clause 4.1.8; (b) pre-approve or reject requests from Participating Employees; (c) upload or refresh correct Participating Employee data at least once a month; (d) offer Participating Employees the ability to choose a value of Product in £1 increments from £10 up to an amount chosen by You; and (e) put in place appropriate contractual documentation binding Participating Employees purchasing eGift Cards under the scheme, on such terms as We may suggest, accepting that We have no liability in respect of Your use of such terms.
- L.5. **Ordering, risk and title.** This agreement shall be incorporated into each Accepted Order to the exclusion of all other terms and conditions. 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, and You hereby authorise Us to release eGift Cards to Participating Employees. Risk and title in Products pass on collection or delivery to the Participating Employee, and the Participating Employee is responsible for all subsequent loss or deterioration.
- L.6. **Quality and liability.** 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 the manufacturer’s instructions. We give no warranties and accept no liability for any Products purchased, nor for non-delivery, loss of, damage to and/or theft of the Products. Our total aggregate liability to You in relation to the scheme shall not exceed the value of the eGift Cards issued after the most recent Application Period. eGift Cards expire 24 months after issue; expired eGift Cards will not be replaced or refunded. Refunds are only available for up to 14 days after purchase and only where the Participating Employee has not viewed the eGift Card.
- L.7. **Fees and payment.** 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, payable in accordance with Clause 5.6; once payment has cleared, We shall issue the respective

eGift Cards. Alternatively, payment may be set up by Direct Debit, in which case eGift Cards will be issued instantly after each application has been submitted and auto approved. The value of a Product shall be its retail value at the date the Participating Employee collects or orders the Product.

Part M - Payroll Giving

- M.1. Payroll Giving enables charitable donations to be made by Employees directly from payroll under an HMRC-approved payroll giving scheme, facilitated through a third-party payroll giving agency (currently Hands on Payroll Giving ("HOPG")).
- M.2. HOPG makes no charge to You for its services as referenced in this Agreement, as it is funded by the charities it represents. The Agreement is being entered into by each party in consideration for the mutual covenants and obligations set out herein.
- M.3. HOPG is a member of the Association of Payroll Giving Organisations (APGO) (for more information go to www.apgo.org). APGO is endorsed by the Chartered Institute of Fundraising and is a member of the Fundraising Regulator. A strict code of conduct is in place for all its fundraisers and representatives.
- M.4. **DEFINITIONS**
- a) APGO: The Association of Payroll Giving Organisations as defined above;
 - b) Data: any data collected by HOPG on Your behalf or given to HOPG by the Donor;
 - c) Donation: a donation by Your Employee through the Scheme;
 - d) Materials: any materials created in accordance with this Agreement by either party;
 - e) Scheme: the Payroll Giving Scheme operated by You which is administered by a HMRC approved Payroll Giving Agency.
- M.5. **Our obligations.** We will configure and host the Payroll Giving Module and provide help desk support for Employee enquiries.
- M.6. **Your obligations.** In addition to Part A of this Schedule, You will:
- a) enter into any agreement required by the payroll giving agency and maintain Your registration with an HMRC-approved agency;
 - b) correctly process all Employee payroll giving deductions from pre-tax pay and remit donations to the agency within the timescales required by HMRC;
 - c) be responsible for the operation of the scheme in accordance with HMRC requirements;
 - d) update its payroll information on receipt of information regarding Donors from HOPG so that Donations can be made by the Donor;
 - e) confirm receipt of all information regarding Donors received from HOPG and where relevant confirm the date of the first payroll that the Donor will be making Donations;
 - f) supply HOPG with the monthly listing of Donors enrolled in the Scheme, and the Donation values (as provided to the Payroll Giving Agency);
 - g) provide all co-operation, information and support reasonably requested by HOPG in relation to its provision of the services to enable HOPG to perform its obligations under this Agreement including, by agreement, providing access to Your premises to HOPG to facilitate visits by HOPG (for example, to run roadshows to help enlist potential Donors);
 - h) notify HOPG of any Donations that You are unable to deduct because the Donor was a temporary employee; or was not on the payroll;
 - i) give authorisation for HOPG to notify the APGO that HOPG provides the services to You;

- j) make a pretax deduction for any Donor that donates through the Scheme, within the guidelines laid down by HMRC Payroll Giving Scheme;
- k) by agreement, make any material provided by HOPG to promote the Scheme available to its employees and will, by agreement, provide all reasonable assistance to HOPG in promoting the Scheme to Your Employees;
- l) not during the term enter into any similar agreement with another professional fundraising organisation to provide services which are the same as those provided by HOPG under this Agreement in relation to the Scheme.

M.7. HOPG Obligations. HOPG shall promote the Scheme to Your Employees. The services shall include the following:

- a. promoting the concept of Your Employees supporting any charity, charitable organisation that an individual may wish to support, giving complete freedom of choice;
- b. provision of secure means for Your Employees to start, amend or cancel Payroll Giving donations;
- c. commitment to visit Your Employees in their place of work, to deliver the service, where and when appropriate;
- d. provision of promotional material including online pages, printable collateral, digital resources to be used in Your locations and internal communication channels;
- e. provision of reporting function for Your named contact to view roadshow reports, engagement levels and charity popularity via HOPG employer dashboard;
- f. work collaboratively with the contracted Payroll Giving Agency in relation to administering the Scheme;
- g. attend, at Your request, meetings and/or calls to discuss the Scheme;
- h. HOPG will provide You with access to the HOPG online reporting dashboard which will detail:
 - i. the number of Donors enrolled in the Scheme per month;
 - ii. the charities supported by Donors enrolled in the Scheme with aggregated Donation values;
 - iii. collateral created and collected by HOPG in accordance with promoting the Scheme.

M.8. Protection of Personal Data. The provisions of this clause shall apply to the extent that personal data (as defined below) is provided by You or Your Employee ("the Recipient") to HOPG or otherwise acquired by HOPG in relation to this Agreement.

1. For the purposes of this clause, the following terms shall have the following meanings:
 - a) "Data Protection Legislation" shall mean collectively applicable local legislation, which includes in respect of personal data originating in the UK, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the Data Protection Act 2018; and
 - b) "controller", "data subject", "personal data" "processor" and "processing" shall have the meanings ascribed to them in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) regulation or any subsequent legislation;
 - c) "Transfer" shall mean the provision of access to and/or the transfer of the personal data.
2. HOPG shall act as a Controller and collect, process and use personal data provided by the Recipient of the service as set out in this Agreement. To the extent HOPG is a Controller, HOPG shall:
 - 2.1 only process that personal data received from the Recipient of the service under this Agreement solely for the purpose of providing the service to the Recipient, and for no other use, unless expressly authorised by the Recipient;

- 2.2 notify You forthwith, and in any event, no later than 48 hours from the time it comes to HOPG's attention, that any personal data received by HOPG from the Recipient has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful form of processing. HOPG shall also keep You updated of the status, any remedial actions it is taking and will consult with You as to who will notify the Recipient in relation to the accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful form of processing;
- 2.3 implement the appropriate technical and organisational measures to protect the personal data that the Recipient provides to HOPG against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing;
- 2.4 ensure that it takes reasonable steps to ensure the reliability of any personnel who have access to the personal data; that only those personnel who need to have access to the personal data are granted access to it; that such access is granted only for the purposes of the proper performance of this agreement; and that the personnel are informed of the confidential nature of the personal data and comply with the obligations set out in this Agreement;
- 2.5 retain the personal data as per the defined periods as set out within GDPR regulations;
- 2.6 shall not transfer any personal data outside of the European Economic Area without Your prior written consent;
- 2.7 shall at all times comply with the principles of the General Data Protection Regulation 2018;
- 2.8 shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor);
- 2.9 shall not engage another processor (sub-processor) for the fulfilment of the Agreement without Your prior specific written authorisation;
- 2.10 shall engage sub-processors solely with Your specific prior written authorisation;
- 2.11 shall submit the request for specific authorisation at least 14 days prior to the engagement of the concerned sub-processor. No Sub-processors are already authorised by the data controller;
- 2.12 Where HOPG engages a sub-processor for carrying out specific processing activities on Your behalf, the same data protection obligations as set out in this clause shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the Data Protection Legislation and the requirements of this Agreement. HOPG shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which You are subject pursuant to this Agreement and the Data Protection Legislation.
- 2.13 A copy of such a sub-processor agreement and subsequent amendments shall, at Your request, be submitted to You, thereby giving You the opportunity to ensure that the same data protection obligations as set out in the Agreement are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the Client.

M.9. Audit and Inspection. HOPG shall make available to You all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by You or another auditor mandated by You. Such audits are to be undertaken at Your cost.

- a) Any breach of this clause by HOPG shall be deemed to be a material breach of the Agreement and HOPG shall indemnify You from and against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by You which arise as a result of such breach, up to a limit of £1 million per claim.
- b) HOPG are registered with the Information Commissioners Office, number Z5347177, to process Data under the Act and shall maintain such registration during the term of this Agreement.

Part N - Childcare Vouchers (Closed Scheme)

- N.1. The Childcare Voucher Programme enables Employees who joined a qualifying childcare voucher scheme before its closure to new entrants to continue to obtain vouchers to pay for registered childcare via salary sacrifice. Participation is limited to Employees eligible under the applicable transitional rules; the Programme may be amended or withdrawn in the light of any legislative or HMRC policy change.
- N.2. **Additional definitions.** "Approval List": a list per payroll period of Employee voucher requests issued to You by Us. "Invoice Value": the face value of all vouchers ordered. "Issue": the dispatch or credit of a voucher to an Employee. "Management Fee": as detailed in the Order Form. "Online Voucher": an 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": Your authorisation for Issue of vouchers confirming acceptance of an Approval List. "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, whom Participating Employees wish to pay with vouchers. "Voucher Account": the dedicated online personal account operated by Us enabling Employees to receive vouchers.
- N.3. **Our obligations.** We will: (a) configure and host the Childcare Voucher Programme; (b) send You an Approval List; (c) issue vouchers on the agreed delivery date upon completion of Orders, subject to Your compliance with Your obligations (a request for vouchers by You shall not be treated as binding until We issue an Approval List and You confirm the Order); (d) process Online Vouchers for payment to Registered Childcarers on Employee request; (e) maintain and service Voucher Accounts; (f) provide help desk support for You, Your Employees and Registered Childcarers; and (g) have fulfilled Our obligations in respect of the relevant vouchers by crediting accounts and issuing payments to the Registered Childcarers.
- N.4. **Your obligations.** In addition to Parts A and H of this Schedule, You will: (a) only offer participation to eligible Employees in the United Kingdom for their direct benefit (vouchers are not transferable and cannot be Issued to any Employee nominee); (b) provide Us with information as requested in order for Us to operate the Programme, including registration information for Participating Employees at least 5 Working Days before an Approval List is issued; (c) authorise Us to process Orders within 5 Working Days of the Approval List being submitted and ensure final Orders are received 5 Working Days before the due date of Issue; (d) pay for vouchers (together with the Management Fee) before Issue - where any vouchers are issued prior to payment, ownership remains with Us until payment is received and You shall reimburse Us for any vouchers redeemed prior to payment; and (e) be responsible for the completeness and accuracy of Orders.
- N.5. **General.** Vouchers have a unique reference number and are credited to the Employee's Voucher Account in batches; vouchers expire 15 months from the date of Issue and expired vouchers will not be replaced or refunded. Vouchers can only be used by the Participating Employee, or by Us on the Employee's behalf, to pay Registered Childcarers for Registered Childcare. Any Registered Childcarer can apply to join the 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, membership does not imply

that We recommend the carer, We provide no warranty regarding the standard of childcare provided, and We will not be liable for any acts or omissions of any Registered Childcarer. You must inform Participating Employees that it is their responsibility to select an appropriate and qualifying carer. Requests for changes to Orders or voucher delivery information must be made via a secure form through the Portal five (5) Working Days before the scheduled Issue date.

- N.6. **Non-delivery and cancellations.** We will cancel any vouchers notified as undelivered, instruct the relevant Registered Childcarer not to accept them, and issue replacements as soon as practical. You can cancel or amend an Approval List at any time prior to confirming an Order, and can cancel or amend an Order for any reason prior to Issue via a secure form through the Portal. Vouchers can be cancelled after Issue and credited to You where an Order has been submitted in error, only to the extent the vouchers have not been redeemed; no refund is permitted on redeemed vouchers. Vouchers cancelled after Issue at Your request remain subject to the full Management Fee. Registered Childcarers must join the Programme prior to the Issue of vouchers; We shall have no liability in respect of any failure to supply vouchers resulting from a Registered Childcarer not being affiliated.

Schedule 4 - BenefitsFlow (Benefits Data Automation)

Part 1 - What BenefitsFlow Provides

- 1.1. BenefitsFlow is Our benefits data automation service, powered by the EngagementOS engine. It digitalises and automates chosen payroll and reward benefits, hosting them on the Platform and allowing Employees to make benefit selections. It operates in two modes:
 - (a) **RGER Product Automation** - automated processing of benefit elections, eligibility and data flows for Our own Modules (including salary sacrifice enrolments, discount transactions and benefit elections), removing manual HR administration; and
 - (b) **Third-Party Benefit Automation** - hosting and data automation of benefits provided by Your own Benefit Providers (which may include, without limitation, season ticket loans, dining cards, wellbeing allowances, pension arrangements, life assurance, private medical insurance, income protection, critical illness, dental insurance and other loan, subscription or insurance benefits), with Us collecting Employee elections through the Platform and delivering clean, structured Election Data to each Benefit Provider.
- 1.2. BenefitsFlow is provided in three tiers: the **Standard** tier (included in each Package Tier) covering core, easy-to-deploy benefits delivered through predefined payroll and reward mechanisms; and the **Intermediate** and **Advanced** tiers (each a paid Add-on) covering, respectively, enhanced lifestyle and financial wellbeing benefits and a premium health, protection and insurance benefits ecosystem. The benefits within each tier are as set out in the Order Form or Order Form addendum.
- 1.3. **The commercial boundary.** We are the data automation and hosting layer, not the benefit provider. We collect elections and deliver data. You maintain Your own commercial agreement with each Benefit Provider, and the performance of each Third-Party Benefit is a matter between You, Your Employees and the relevant Benefit Provider.

Part 2 - Definitions

Benefit Provider: any third-party benefit provider with whom You maintain Your own direct commercial agreement.

Benefit Window (or Election Window): a period of time, often weeks, during which an Employee may log in to the Platform and select, amend or cancel benefits.

Effective Date: the date a benefit comes into force following an Employee selection (for example, a selection made in June may have an Effective Date of 1 July).

Election Data: the structured dataset generated by Us from Employee benefit selections, formatted for delivery to the relevant Benefit Provider or Our systems.

Holiday Year: the period over which an Employee's holiday entitlement starts and ends, which may differ from the Scheme Year.

Life Event: a type of change an Employee may experience during employment (for example birth, death, marriage, civil partnership or divorce), which may open or close eligibility for particular benefits in accordance with the Life Event matrix configured for Your Platform.

Payroll Cut-Off Date: the date on which You close Your payroll to further changes, being the date by which payroll and deduction reports must be delivered.

Pre-Approved (or Auto-Approval): an application approved by the system automatically without human intervention.

Post-Approved: an application which is routed to a pending list for You to review and approve or reject.

Scheme Year: the period between the effective start date of the benefits and their renewal date.

Third-Party Benefit: any employee benefit provided by a Benefit Provider rather than by Us.

Part 3 - Our Obligations

3.1. We will:

- (a) configure and host the employee benefits platform and each Third-Party Benefit in accordance with the specifications provided by You;
- (b) handle eligibility and automated application processing (including Pre-Approved and Post-Approved workflows and Life Event processing) where configured;
- (c) make benefit elections available to Employees during each Benefit Window (or on an anytime basis where a benefit is so configured);
- (d) generate Election Data in the agreed format and on the agreed schedule;
- (e) deliver Election Data to Your nominated contact or directly to the relevant Benefit Provider, deliver a payroll deduction file per configured payroll periodicity by reference to Your Payroll Cut-Off Dates, and deliver order selection reports for individual Benefit Providers at the agreed periodicity;
- (f) maintain a log of all Election Data generated and delivered; and
- (g) comply with all applicable laws and regulations pertaining to the administration of employee benefits and the handling of Personal Data. For the avoidance of doubt, We do not provide tax advice.

Part 4 - Your Obligations

4.1. You will:

- (a) provide complete and accurate specifications, configuration data and (where applicable) accurate rates for each Third-Party Benefit to be offered;
- (b) maintain Your own direct commercial agreements with each Benefit Provider - We are not a party to those agreements;
- (c) notify Us in writing of any change to a Benefit Provider or benefit arrangement no fewer than 30 days before the effective date of the change;
- (d) define the Benefit Windows, confirm each Benefit Window schedule no fewer than 30 days before the window opens, and share Payroll Cut-Off Dates to enable effective benefit processing and payroll deduction report generation;
- (e) review and approve or reject Post-Approved applications promptly, and reject orders from participating Employees when contacted by the relevant Benefit Provider where auto-approval is not in place;
- (f) obtain all necessary lawful bases for the Processing of Employee Personal Data in connection with Third-Party Benefit elections, and obtain Your own tax advice to ensure each benefit scheme is a qualifying arrangement;
- (g) provide Us with the accurate salary information needed to calculate Employee affordability where applicable, perform final National Minimum Wage checks in accordance with Clause 4.1.8,

and be solely responsible for processing all payroll deductions (gross or net, as applicable to the benefit); and

- (h) be solely responsible for the accuracy, legality and terms of each Third-Party Benefit.

Part 5 - Our Liability Limitation

- 5.1. Our obligation under this Schedule is limited to generating and delivering Election Data accurately from the Employee selections recorded on the Platform and from the configuration data and inputs provided by You. We have no liability for:
 - (a) the performance, coverage, terms, pricing or availability of any Third-Party Benefit;
 - (b) any act or omission of a Benefit Provider following receipt of Election Data (including any failure to implement elections correctly or any incorrect payment or non-payment of a claim);
 - (c) errors arising from inaccurate specifications, configuration data, rates or other inputs provided by You; or
 - (d) any failure by a Benefit Provider to implement elections correctly.

Part 6 - Special Category (Health) Data

- 6.1. Where a Third-Party Benefit requires the Processing of special category personal data under Article 9 UK GDPR, including private medical insurance, group income protection or critical illness elections that may reveal an Employee's health status, the following conditions must all be satisfied before We Process or host such data:
 - (a) a Data Protection Impact Assessment has been completed and signed off by Our Data Protection Officer and Your designated data protection contact;
 - (b) You have established an appropriate Article 9 UK GDPR condition (in addition to an Article 6 lawful basis) for the Processing; and
 - (c) You have confirmed in writing to Us that all required lawful bases are in place.
- 6.2. Where these conditions are not satisfied, We will not Process health-related Third-Party Benefit data, and any resulting delay or non-availability of the relevant benefit shall not constitute a breach by Us. You shall indemnify Us in full against all Losses, regulatory action, fines and liability arising from Your failure to establish the required lawful basis before providing health-related election data to Us for Processing.

Part 7 - Benefit Provider Changes

- 7.1. Where You change a Benefit Provider, You must notify Us in writing no fewer than 30 days before the effective date. Platform reconfiguration required as a result of a Benefit Provider change, the addition of a benefit mid-year or at renewal, data transformation services, or other change requests, may each be subject to an additional fee as set out in the Order Form addendum or quoted by Us at the time.

Part 8 - International Operations

- 8.1. Where BenefitsFlow is used in connection with Employees based outside the UK, or Election Data is to be delivered to a Benefit Provider outside the UK, You must submit a territory activation request before We activate BenefitsFlow for any international territory, confirming:
 - (a) the territories involved and the Benefit Providers (and their locations) in each;
 - (b) that local legal and tax advice has been obtained for each territory;

- (c) that required employer obligations, payroll mechanisms and regulatory approvals are in place; and
- (d) for Benefit Providers located in non-EEA countries not benefiting from an adequacy decision, that EU standard contractual clauses between Us and that Benefit Provider are in place.

We will not activate BenefitsFlow for any international territory until all items are confirmed in writing.

- 8.2. Our primary data infrastructure is hosted in Ireland and Germany (both EEA member states). Data flows within Our EEA infrastructure, and between Our EEA infrastructure and UK or EEA Benefit Providers, are covered by adequacy and require no additional transfer mechanism. For Election Data delivered to Benefit Providers in non-EEA countries not benefiting from an adequacy decision, EU standard contractual clauses between Us and the relevant Benefit Provider are required before delivery, and You must have a controller-to-controller data sharing agreement in place with each such Benefit Provider (to which We are not a party).
- 8.3. You are solely responsible for compliance with local employment law, tax law and data protection law in each international territory. We provide no legal, tax or regulatory advice for non-UK territories. You shall indemnify Us in full against all Losses arising from Your failure to comply with local law in any territory where BenefitsFlow is activated internationally.

Schedule 5 - Global Experience

Part 1 - What Global Experience Provides

- 1.1. Global experience provides Employees and/or users in any country or jurisdiction where We make the Services available from time to time (each a “Supported Territory”) including localised and globally available content. The “Supported Territory List” is the list maintained by Us of territories in which Global Experience is available, distinguishing between: (a) Reward & Recognition where monetary Reward features are available, (b) Discount and Savings plus monetary Recognition territories, (c) Territories where Discount Codes are available.
- 1.2. Salary sacrifice Modules (including Cycle to Work, Car Benefit and Holiday Trading) are available in the United Kingdom only unless expressly specified in the Order Form. Global experience does not replicate the full UK Platform in every territory, and the features, savings mechanics and content available vary by Supported Territory. In particular: (a) Cashback is not available in all Supported Territories; and (b) in territories where direct transactional discounts are not offered (including for local tax reasons), discounts may instead be made available through global Discount Codes.

Part 2 - Our Obligations

- 2.1. We will: (a) make EngagementOS and the Engage App available to registered Employees in the Supported Territories specified in the Order Form; (b) provide localised discount, savings and, where applicable, recognition and reward content in accordance with the Supported Territory List; (c) maintain the Supported Territory List and make it available on request; (d) give You no fewer than 60 days’ written notice where a Supported Territory is to be removed, save that no such notice period shall apply where removal is required as a result of legal, tax or compliance requirement that comes into immediate effect; and (e) use reasonable endeavours to expand the Supported Territory List, but make no warranty as to the number of territories or any timeline for expansion.

Part 3 – Supported Territories

- 3.1. Where an Employee is located in a country that is not specified in the applicable Order Form, We may, at our sole discretion, subject to legal, regulatory and operational considerations, permit that Employee to access and use the Services in a Supported Territory. We shall have no obligation to provide access in any non Supported Territory

Part 4 - Tax and Local Law: Your Sole Responsibility

- 4.1. You are solely responsible for all tax and legal compliance arising from the delivery of benefits through global experience in each Supported Territory. This includes: (a) determining the local tax treatment of discount benefits, non-monetary recognition and monetary reward awards; (b) operating any required employer withholding, payroll reporting or social security contribution obligations; (c) ensuring monetary Reward features comply with local employment law and payroll obligations before activation; (d) obtaining independent local tax and legal advice for each territory before activation; and (e) notifying affected Employees of any tax consequences.
- 4.2. We provide no tax advice, payroll services or compliance support for non-UK territories, whether formally or informally (including through a Client Success Manager), and no communication from Us shall be construed as such advice.

Part 5 - Indemnity: Tax and Local Law Failures

- 5.1. You shall indemnify Us in full against all Losses, claims, fines, penalties, regulatory sanctions and legal costs arising from: (a) Your failure to comply with local tax, employment or social security law in any Supported Territory; (b) Your failure to obtain local tax or legal advice before activation; (c) Your failure to operate required withholding or reporting obligations on monetary Reward awards; and (d) any challenge by a tax authority relating to benefits delivered through the global experience.

Part 6 - International Data Transfers

- 6.1. Our primary data infrastructure is hosted in Ireland and Germany, both EEA member states. Data flows within Our EEA infrastructure, and between Our infrastructure and EEA-based providers, are covered by adequacy and require no additional transfer mechanism; UK-to-EEA flows are covered by the UK adequacy decision. For data delivered to systems or providers in non-EEA countries not benefiting from an adequacy decision, EU standard contractual clauses (and, where required in the UK context, the UK International Data Transfer Agreement or Addendum) are required before deployment in that territory. You are independently responsible for compliance with local data protection laws applicable to Your Employees in each Supported Territory.

Part 7 – Currency and Payment Processing

- 7.1. We will invoice You in sterling for all Award Value fees in respect of the global experience service. Award Values are held in points and will be converted into the local currency using the exchange rates published by Us (available at <https://success.rewardgateway.com/hc/en-us/articles/18408541927325-Reward-Recognition-Currency-Exchange-Rates-for-Multi-Country-Recognition>) as updated annually and in effect at the time of redemption.
- 7.2 You acknowledge that:
- a) the payment methods available when utilising the employee discounts Module will, as a minimum, include Visa and Mastercard;
 - b) We may make additional local payment methods available from time to time, but do not warrant the availability of any payment method or the timing of its availability; and
 - c) any fees, charges or costs imposed by the user's bank or other payment provider in connection with the use of a payment method shall not be the responsibility of or recoverable by Us.

Part 8 - New Partners and Territories

- 8.1. We may introduce new Retail Partners, recognition providers or service integrations at any time.

Part 9 – Reporting

- 9.1 You acknowledge that:
- a) the currency in which insight reports are provided may vary depending on the region or local entity through which the Services are delivered;
 - b) aggregated global reports may include transactional data related to the Services in multiple currencies; and
 - c) differences in regional time zones may affect the timing of reporting and the availability of data.

Part 10 – Help Desk Support

- 10.1 Help desk support for You and Your Employees shall be provided in accordance with Clause 3 of the Clauses and shall be delivered in the English language only. We shall have no obligation to provide help desk support in any other language.

Schedule 6 - Financial Return Guarantee

1 Definitions

In this Schedule:

"Baseline Headcount"	the number of eligible Employees agreed in writing at Platform Launch.
"Campaign Event"	a communication delivered via a channel reaching all registered Employees, that specifically promotes the relevant Qualifying Benefit as it appears on EngagementOS, and for which evidence of distribution can be provided on request. Our own platform communications to Employees do not satisfy Your Campaign Event obligations.
"Cumulative ACV"	the total Annual Fee invoiced for Your Advanced or Performance Package across months 1 to the final month of the Initial Term.
"Financial Return"	the aggregate monetary value of: (a) employer and employee NIC savings from salary sacrifice through Cycle to Work, Cars and Holiday Trading; (b) employee BIK tax savings from Cars; and (c) employee discount savings through Engage App transactions - in each case calculated from Platform data only, in accordance with the methodology in Appendix A.
"FRG Service Extension"	a six-month extension of the contract term at no additional Package Fee, at the same service scope as at the conclusion of the Initial Term.
"FRG Trigger"	Financial Return at the conclusion of the final month of the Initial Term is less than Cumulative ACV.
"Initial Term"	The Initial Term specified in the Order Form (being 36,48 or 60 months), for which the FRG applies.
"Platform Launch"	The date the platform is made available to employees following implementation and mutual go-live confirmation.
"Qualifying Benefits"	Cycle to Work (including Anytime Selection), Cars (including Anytime Selection), Holiday Trading, and Engage Discounts - all four must be active throughout the Initial Term.

2 The Guarantee

- 2.1** Where all Eligibility Conditions in Clause 3 have been continuously satisfied throughout the Initial Term, a valid claim is submitted under Clause 5, and the FRG Trigger has occurred, We will provide the FRG Service Extension.
- 2.2** The FRG Service Extension is the sole and exclusive remedy under this Schedule. It is available in full or not at all - no partial, pro-rated or alternative remedy applies. The FRG Service Extension is a service delivery obligation. It is not a cash refund, invoice credit or financial payment of any kind.
- 2.3** Where You have entered into a new agreement with Us before a valid claim is determined: the FRG Service Extension is served during the new agreement term, applied against the earliest invoicing period following determination, at the same service scope as at the conclusion of the final month of the Initial Term of the original agreement. No Package Fee is payable during that period.

3 Eligibility Conditions

All of the following conditions must be satisfied throughout the full Initial Term. Failure of any single condition could void eligibility to the extent shown. We may, acting reasonably, waive immaterial procedural breaches where the overall intent of the Eligibility Conditions has been satisfied.

Condition	Requirement	Effect of failure
Package tier	Must remain on Advanced or Performance for the Initial Term. Any downgrade permanently voids eligibility.	Void permanently
All 4 Qualifying Benefits active	Cycle to Work, Cars, Holiday Trading and Engage Discounts must each always be active.	Void permanently
Anytime Selection open	Where Cycle to Work or Cars runs on Anytime Selection, the scheme must remain open. Suspension of more than 30 consecutive days in any Contract Year voids eligibility.	Void from point of breach
80% headcount registered	At least 80% of Baseline Headcount registered, measured annually across each Contract Year. New employees registered within 30 days of start date.	Void permanently
Campaign Events delivered	Minimum events per Qualifying Benefit per year as set out in Clause 4. Evidence must be retained.	Void for that and all subsequent Contract Years
Homepage tiles maintained	Each Qualifying Benefit must have a dedicated smart tile on the employee-facing homepage at all times.	Void permanently
Tusker agreement (Cars)	The Cars benefit must remain available throughout the Initial Term through an approved delivery partner, with the associated customer agreement remaining in force.	Void for period of lapse and subsequent years
Invoices paid on time	All invoices paid within payment terms. Late payment (after 15 days' written notice) suspends eligibility. Eligibility will remain suspended until overdue invoices are settled, with permanent removal only where there is persistent or material non-payment	Suspended; void permanently on persistent or material non-payment.

4 Campaign Events

- 4.1** You must deliver the minimum number of Campaign Events per Qualifying Benefit during each Contract Year. Where a Qualifying Benefit has an enrolment window, Campaign Events should align to that window:

Qualifying Benefit	Per year	Timing
Cycle to Work	2	Fixed window: Jan–Mar and Apr–Jun. Anytime Selection: at Your discretion across the year.
Cars	2	Fixed window: Mar and Sep. Anytime Selection: at Your discretion across the year.
Holiday Trading	1	Aligned to the opening of Your company holiday year Trading Window.
Engage Discounts	2	At Your discretion across the year.

- 4.2** You must retain evidence of all Campaign Events (copies of communications, distribution records, and reach or engagement data where available) throughout the Initial Term. This evidence is required to make a valid claim under Clause 5.

5 Making a Claim

- 5.1** To invoke the FRG, You must submit a written claim to Us within 60 days of the conclusion of month the Initial Term. Claims submitted after this deadline are invalid with no exceptions.
- 5.2** A valid claim must include: (a) a written explanation of why You believe the FRG Trigger has occurred; and (b) evidence for each Contract Year that all Campaign Event obligations were met. We may request further information reasonably required to assess the claim.
- 5.3** We will verify a complete claim against Platform data within 30 days of receipt and notify You of the outcome. Platform data shall be determinative unless otherwise determined under Clause 6.2. Where satisfactory Campaign Event evidence cannot be provided, We may decline the claim regardless of the Financial Return figure.

6 Measurement and Reporting

- 6.1** Financial Return is calculated exclusively from Platform data using the methodology in Appendix A. No external data or client-provided estimates are used or accepted.
- 6.2** We will provide You with an annual Financial Return report within 30 days of the end of each Contract Year. You may raise a written query within 14 days of receipt; the parties will seek to resolve any query in good faith within 30 days. Where agreement cannot be reached, Platform data prevails subject to Your right to refer the disputed figure to an independent accountant (appointed by agreement, or by the President of ICAEW) at Your cost, whose determination is final and binding.

7 General

- 7.1** Variation protection. Where this Schedule is in force, any variation to the Agreement does not alter the terms of this Schedule during the Initial Term unless You expressly consent in writing. We may update Eligibility Conditions and Campaign Event requirements prospectively on 60 days' written notice, with effect from the start of the next Contract Year only.
- 7.2** Exclusions. The FRG does not apply where: the Order Form does not reference the FRG; You are not on Advanced or Performance; You downgrade at any point during the Initial Term; a claim is submitted outside the 60-day window; or any Eligibility Condition has not been satisfied at any point.
- 7.3** Relationship with Agreement. Nothing in this Schedule modifies any other term of the Agreement, creates a warranty as to any particular financial outcome, or requires Us to make any cash payment or financial credit of any kind.

Appendix A — Financial Return Calculation Methodology

Financial Return is calculated by aggregating the following four streams across the full Initial Term. All figures are derived exclusively from Platform data. Platform data is authoritative and prevails in all disputes. We may make reasonable methodological adjustments where required to reflect legislative or taxation changes, provided such adjustments do not materially alter the Financial Return calculation.

Stream	What it measures	Applies to	Methodology
(a) Employer NIC savings	NIC saved because Employees sacrifice gross salary	Cycle to Work, Cars, Holiday Trading	Salary sacrificed $\times$ 15% employer NIC rate, aggregated across all three schemes for the full 36 months.
(b) Employee NIC savings	NIC saved by each Employee through salary reduction	Cycle to Work, Cars, Holiday Trading	Salary sacrificed $\times$ 8% employee NIC rate (conservative floor - intentional understatement).
(c) Employee BIK tax savings	Income tax saved on the Cars benefit-in-kind	Cars only	P11D value $\times$ HMRC BIK % $\times$ 20% basic rate. Source: Tusker data feed. Enrolments with unavailable data are excluded.
(d) Employee discount savings	Savings generated through the Engage App and Employee Discounts	All Qualifying Benefits	Aggregate cashback earned plus discount on Instant Vouchers and eGift Cards (face value minus price paid), from Platform transaction data.

Schedule 7 - Data Sharing Agreement

Reward Gateway (UK) Ltd [No 05696250], a limited company, organised and existing under the laws of England and Wales with a registered office at Third Floor, 1 Dean Street, London, England W1D 3RB; hereinafter referred to as "Reward Gateway"

and

[insert] [No insert], a limited company, organised and existing under the laws of England and Wales, with registered office at [insert]; hereinafter individually referred to as the "Client"

Hereinafter individually referred to as "Party" and collectively to as the "Parties"

PREAMBLE:

WHEREAS, Reward Gateway is a leading employee benefits company.

WHEREAS, the Client has engaged Reward Gateway's transactional solution services and more particularly the Platform (hereinafter, the "Transactional Solutions") for the benefit of eligible employees or other beneficiaries (hereinafter, the "Eligible Beneficiaries"),

WHEREAS, Reward Gateway and the Client are parties to an agreement regarding the provision of the Transactional Solutions (hereinafter, the "UK Terms and Conditions 2026"),

WHEREAS, Reward Gateway determines the purposes and essential means of the processing of the personal data carried out in the context of its Transactional Solutions.

NOW THEREFORE, the Parties enter into this Data Sharing Agreement (hereinafter, the "DSA") to set out each Party's role and responsibilities in relation to the processing.

The Parties hereby agree to incorporate into the Agreement the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter the "GDPR") and/or any other personal data protection legislation which may be applicable (hereinafter, the "Local Data Protection Legislation"). The GDPR and /or Local Data Protection Legislation (named Data Protection Act 2018 shall be referred to as the "Data Protection Legislation."

The Parties also agree to adhere to the AI legislation as indicated in Annex 2.

CLAUSES:

1. DEFINITIONS

"**Controller**" means the entity which alone or jointly with others determines the purposes and means of Processing of Personal Data;

"**Distinct Controller**" means the entity which alone determines the purposes and means of Processing of Personal Data;

"**DSA**" stands for Data Sharing Agreement;

"**Data Subject**" means an individual who is the subject of Personal Data;

"Personal Data" means any information relating to an identified or identifiable natural person and an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic cultural or social identity;

"Personal Data Breach" means a breach of security leading to the accidental, or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

"Processing" means any operation, or set of operations, performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alternation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and "Process" and "Processed" shall be construed accordingly);

"Subsequent Stages" means any processing activity that is carried out after the communication of the list of Eligible Beneficiaries from the Client to Reward Gateway.

2. PURPOSE OF THIS DATA SHARING AGREEMENT (DSA)

The purpose of this DSA is to define the roles and responsibilities of each Party in relation to the processing of the Beneficiaries' personal data derived from the Transactional Solution engaged by the Client to Reward Gateway.

3. DESCRIPTION OF THE PROCESSING ACTIVITIES AND ROLE OF THE PARTIES

The processing activities for Reward Gateway's Transactional Solutions shall be divided into the following main stages:

- a) Communication or retrieval of the list of Eligible Beneficiaries: In order to kick-off the Transactional Solutions, the Client shall at its choice either (i) transmit to Reward Gateway (e.g. secured file sent by email or uploaded on Reward Gateway's client portal) or (ii) make available to Reward Gateway (e.g. HRIS integrator) the list of Eligible Beneficiaries along with the categories of personal data that are required, as requested by Reward Gateway in Schedule 7 of this DSA. Clause 4 of this DSA sets out the responsibilities of each Party in relation to the processing of personal data at this stage of the processing.
- b) Management of the Beneficiary's account and transactions: Once the account has been set up and issued, Reward Gateway shall manage the Beneficiary's account and transactions as sole Data Controller. Therefore, Reward Gateway shall be solely responsible for compliance with the obligations of the Data Protection Legislation for this stage of the processing.

Besides, during the contractual relationship, Reward Gateway and the Client process the signatories of the Agreement' and point of contacts' personal data for their own purpose of entering and managing contractual relationship as distinct Data Controller. Each Party shall be solely responsible for compliance with its own Data Controller's obligations of the Data Protection Legislation for this data processing activity. Notwithstanding the foregoing, Reward Gateway may rely on the Client to ensure that the signatories of the Agreement and point of contacts are duly informed of the Personal Data Processing.

4. RESPONSIBILITIES OF THE PARTIES IN RELATION TO THE COMMUNICATION OF ELIGIBLE BENEFICIAIRES

The Parties agree as follows:

- a) **Eligible Beneficiaries Only:** The Client shall only transmit or grant access within its HR software to the personal data of beneficiaries who are eligible to benefit from Reward Gateway's Transactional Solutions.
- b) **Limitation of Personal Data:** The Client shall only disclose or grant access to the Personal Data that is expressly requested by Reward Gateway in order to make sure that only relevant data is transmitted or retrieved. Additionally, the Client shall ensure that said Personal Data is accurate and up to date. In turn, Reward Gateway warrants that it is only requesting or retrieving within the Client's HR software Personal Data which is strictly necessary for the specific purpose of the processing. Should the Client transmit or grant access to any irrelevant or additional information to Reward Gateway, it shall hold harmless and defend Reward Gateway against any claims arising from any unauthorised Personal Data being transmitted or retrieved.

For the avoidance of doubt, Reward Gateway shall be solely responsible for making sure that it is applying data minimisation for the Subsequent Stages of the processing covered by this DSA.

- c) **Legal Basis for the Disclosure:** The Client warrants that it has an appropriate legal basis for the disclosure of the Eligible Beneficiaries' personal data to Reward Gateway and that, where the transmission of the personal data to Reward Gateway is based on:
 - i. The Eligible Beneficiary's consent, the Client warrants that: (1) It has obtained the Eligible Beneficiary's consent before transmitting his personal data to Reward Gateway; and (2) The Eligible Beneficiary did not withdraw his consent, or
 - ii. Another legal basis besides consent, the Client warrants that: (1) It has an appropriate legal basis that covers the disclosure of the personal data to Reward Gateway; and (2) The Eligible Beneficiary did not object to such processing.

For the avoidance of doubt, Reward Gateway shall be solely responsible for making sure that it has an appropriate legal basis for the Subsequent Stages of the processing covered by this DSA.

- d) **Legal Basis for the Retrieval (If applicable):** Reward Gateway warrants that it has an appropriate legal basis for the direct retrieval of the Eligible Beneficiaries' personal data within the Client's HR software, as well as for the Subsequent Stages of the processing covered by this DSA.
- e) **Information Notices to Eligible Beneficiaries:** The Client warrants that it has complied with the requirements of the Data Protection Legislation by appropriately informing all the Eligible Beneficiaries whose personal data is to be disclosed to Reward Gateway.

Furthermore, Reward Gateway warrants that it complies with the requirements of the Data Protection Legislation by appropriately informing all the Eligible Beneficiaries whose personal data is to be retrieved to Reward Gateway.

For the avoidance of doubt, Reward Gateway shall be solely responsible for making sure that it has appropriate information notices in place for the Subsequent Stages of the processing covered by this DSA.

- f) **Security in Transmitting the Personal Data:** The Client warrants that it has implemented appropriate security measures as required by the Data Protection Legislation to protect the Personal Data at all times from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, and access to.

Further, the Client shall transmit the Personal Data of the Eligible Beneficiaries to Reward Gateway in a secure manner in order to protect the confidentiality and integrity of said personal data while in transit. The Client shall provide such Personal Data using the means that are described as an Annex of this DSA.

For Personal Data of the Eligible Beneficiaries directly retrieved by Reward Gateway via the HRIS integrator (if applicable), the Client warrants that:

- Access rights granted to Reward Gateway and its processors are limited to the data categories explicitly agreed upon and listed in Annex 1 of this DSA;
- The Client's HR software is configured to ensure secure data transmission (e.g., through encryption and secure APIs);
- Any change to the HR software system impacting data transmission will be communicated to Reward Gateway in advance to avoid disruptions or data breaches.

For the avoidance of doubt, Reward Gateway shall be solely responsible for making sure that it has appropriate security measures in place for the retrieval of the Personal Data and for the subsequent stages of the processing covered by this DSA.

- g) Data breaches: When transmitting the data to Reward Gateway should there be any suspicion that a personal data breach may have occurred while the Personal Data was in transit, the Client shall be solely responsible for managing the suspected personal data breach and making all required notifications to the Data Protection Authority and to the Eligible Beneficiaries.

For the avoidance of doubt, Reward Gateway shall be solely responsible for managing data breaches occurring in transit when the Personal Data is directly retrieved by Reward Gateway in the Client's HR software and for the subsequent stages of the processing covered by this DSA. That is, from the moment that it receives or retrieves the list of Eligible Beneficiaries from the Client and within the limits established in Clause 7 of this DSA.

5. NOTIFICATIONS OF PERSONAL DATA ISSUES

Each Party shall make notifications on personal data issues to the other Party as is described in the Annex of this DSA.

6. LIMITATION OF LIABILITY

Reward Gateway shall be responsible for compliance with the Data Protection Legislation only from the moment that it receives or retrieves the Personal Data of the Eligible Beneficiaries from the Client, and only for the processing activities that it carries out as Data Controller.

For the avoidance of doubt, the Parties agree that the Client shall be fully liable for any infringements to the Data Protection Legislation resulting from:

- Any processing activity that the Client carries out as Data Controller; and/or
- Any personal data breach that may occur at any time in relation to the processing activities for which the Client is Data Controller.

7. RELATIONSHIP WITH THE UK TERMS AND CONDITIONS 2026

The Parties agree that:

- a) The provisions of this DSA are part of the UK Terms and Conditions 2026;
- b) In the event of any conflict or discrepancy between the UK Terms and Conditions 2026 and this DSA, this DSA shall prevail; and

- c) The provisions of the UK Terms and Conditions 2026 not amended or derogated by this DSA shall remain valid and in full force and effect.

ANNEX 1: DETAILS REGARDING THE TRANSMISSION OF PERSONAL DATA FROM THE CLIENT

CATEGORIES OF PERSONAL DATA TO BE TRANSMITTED FROM THE CLIENT TO REWARD GATEWAY:

As of the date of the signature of this DSA, Reward Gateway needs the following categories of personal data of Eligible Beneficiaries in order to set-up the Transactional Solutions:

☒ First Name, ☐ Date of Birth

☒ Last Name, ☐ Email Address

☐ Date of Birth, ☐ [...]

☐ [...], ☐ [...]

In the event that additional categories of personal data are required to be transmitted from the Client to Reward Gateway in order to set-up the Transactional Solutions of Eligible Beneficiaries in the future, Reward Gateway will inform the Client of such circumstance. The Parties agree that in such circumstance, the aforementioned list shall be understood as having been amended.

MEANS FOR DISCLOSING THE PERSONAL DATA TO REWARD GATEWAY:

The Client shall transmit or allow the direct retrieval by Reward Gateway of the aforementioned Personal Data using one of the following means:

☐ Reward Gateway's client portal,

☐ File sent by email (an encryption process is recommended),

☐ HRIS integration,

☐ [...],

NOTIFICATIONS ON PERSONAL DATA ISSUES

Notifications on personal data protection issues shall be sent to the following contact details:

Client: [insert]

Reward Gateway: Dpo.uk@edenred.com

ANNEX 2: ALGORITHMS AND GENERATIVE AI

The Parties undertake to comply with the applicable laws and regulations relating to Artificial Intelligence (AI) ("AI Laws"), including but not limited to Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonized rules on Artificial Intelligence ("EU AI Act").

In the event where one of the Party, deploys or creates, without being exhaustive, any system, model, program, solution or software related to the use of AI, the concerned Party will commit to comply with the obligations pertaining to the applicable Laws, prior to the signature of the Agreement or prior to the implementation of AI for the Services provided under the Agreement. Furthermore, the said Party warrants that any AI classified as generating or causing unacceptable risk under the AI Act will be prohibited.

The Parties shall implement and maintain policies for the ethical and responsible use of AI features. These policies must promote transparency, mitigate bias, and ensure fairness and accountability in all applications of AI features under this Agreement.

In case of unauthorized use of AI by the AI Provider (within the meaning of the AI Act), the latter will indemnify Reward Gateway against all claims brought by third parties, notably in respect of any breach of their intellectual property rights, data protection AI rights or equivalent claims.