

Terms and Conditions 2026

1. Parties

These terms and conditions will govern the Agreement entered into between the Client (“You”, “Your”) and (“We”, “Us”, “Our”) (together the “Parties”) for the provision of Services. Together these terms and conditions and the Order Form represent the entire and only agreement between You and Us.

2. Definitions

Annual Fee: as described in the Order Form.

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

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

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.

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

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

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

Data Protection Laws means: (i) the privacy, security, and data protection laws, rules, and regulations of any jurisdiction which apply to the collection, storage, use or disclosure of Personal Data in connection with this Agreement; and (ii) the applicable privacy policies of either party as well as policies and guidelines applicable to any of the foregoing provided by one party to the other in written form from time to time.

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

Employee Terms: means the agreement entered into between Us and the Employees which sets out the terms and

conditions upon which We permit Employees to access and use the Platform and the Services.

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

Implementation Fee: as described in the Order Form.

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

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

Personal Data: any personal data or information relating to an identified or identifiable person (as defined in a Data Protection Law) and includes Personal Data that is processed from time to time by Us or You in connection with the provision or use of the Services. For the purposes of Data Protection Laws as they apply in Australia, Personal Data includes information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information is true or not and whether the information or opinion is recorded in material form or not.

Privacy Policy: means the Us privacy policy which is available at <http://www.rewardgateway.com/au/privacy-policy>

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

Renewal Term: as defined in Clause 8.

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

Us Pty Ltd: employee engagement company operating the Us employee engagement platform (the “Platform”) and registered at Suite 13.01, Level 13, Australia Square Plaza, 95 Pitt Street, Sydney 2000 Australia

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

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

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

3. Our Obligations

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

- 3.2.** You acknowledge that receipt of any Services provided by Retail Partners may be subject to You and/or the Employee accepting the Retail Partner's terms. We shall not be liable for any breach of such terms by the Retail Partner or for any failure or delay to provide the Services due to Your or Your Employees' failure to accept the Retail Partner's terms.
- 3.3.** We shall also:
- 3.3.1. Appoint to You a Client Success Manager, who may change throughout the course of our partnership;
- 3.3.2. unless You have chosen to design (or procure a third party to create on Your behalf) Your own Platform brand in accordance with Clause 5.2, design an initial Platform brand for Your Platform following a brief from You, with two revisions requested by You if required;
- 3.3.3. Appoint You an Implementation Specialist for three months from the Contract Date to project manage the implementation of your platform;
- 3.3.4. use the Platform brand (either created by Us, You or a third party procured by You) to configure the Platform, including tile design and placements, 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 but any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed by the Parties;
- 3.3.5. Provide electronic communication materials to promote Your Platform (the "Communication Materials") All communication materials provided will be designed by Us and tailored using your platform colours and logo.
- 3.3.6. provide You with access to the self-service Integrations Dashboard.
- 3.4.** We shall also provide Employee Support through our help desk in accordance with the service levels detailed in Clause 4 of this agreement.
- 3.5.** We shall also provide a Client Support team available Monday to Friday who will assist with technical questions and guidance on using our product administration portal. Where administration access is not available to You the Client Support team will provide administration support.
- 3.6.** In performing Our obligations under this agreement, We shall comply with the Applicable Laws.
- 3.7.** This agreement sets out the full extent of Our obligations and liabilities in respect of the design, development, testing, delivery and provision of the Services and the Platform. All conditions, warranties or other terms concerning the same which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.
- 3.8** 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.
- 4. Our Service Levels**
- 4.1.** We will comply with the following service levels:
- 4.1.1. 99% of orders for Retail Partner ne Reloadable Cards ordered by 5pm on a Working Day will be sent by first-class mail on the same day.
- 4.1.2. 99.5% Platform availability measured across any rolling 12-month period excluding scheduled maintenance and emergency preventative maintenance.
- 4.1.3. 99% of Retail Partner Instant Vouchers will be available in the Employee's account within 60 seconds of payment card approval.
- 4.1.4. Where a request is made for cashback to be withdrawn into a bank account, 95% of withdrawals of confirmed cashback will be transferred within three Working Days.
- 4.1.5. 100% immediate conversion where cashback is used towards purchase of Our Retail Partners vouchers and cards.
- 5. Client Obligations**
- 5.1.** You will:
- 5.1.1. not promote the Services or permit access to the Platform to any party other than Your Employees unless otherwise agreed in writing by Us;

5.1.2. not charge any party for access to the Platform or use of the Services;

5.1.3. not use or attempt to use the Services or the Platform for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach of any intellectual property rights belonging to any third party;

5.1.4. not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Services or the Platform save as permitted by this Agreement;

5.1.5. cooperate with Us in all matters relating to the Services, including providing Us with such information and materials as We reasonably require to supply the Services and ensuring that such information is complete and accurate in all material respects including, but not limited to, the Employee data uploaded through the self-service Integrations Dashboard;

5.1.6. set up integration to the Services or Platform from Your corporate Platform or identity provider (IDP) using the Integrations Dashboard, in order to configure Employees' access to the Platform and Services;

5.2. If You notify Us that You have decided to create (or procure a third party to create) Your Platform brand, then You must send the Platform brand (including at least the brand logo, corporate logo and unique domain name) to Us within three weeks of Your first implementation meeting with Us. The Platform brand must meet our reasonable requirements notified to You from time to time.

5.3. You are responsible for the printing, production and distribution of the Communication Materials.

5.4. Provide Us with a copy of any bespoke fonts you require Us to use in design work. These copies must be licensed for Us to use. If a licensed copy of the font cannot be provided then Us will use the closest alternative font available to Us.

5.5. In performing Your obligations under this agreement, You shall comply with the Applicable Laws.

6. Fees and Payment

6.1. We will invoice You the Implementation Fee at any time from the Contract Date and the first Annual Fee at any time from the Service Start Date.

6.2. We will invoice You one month prior to the end of each Contract Year for the Annual Fee. The Annual Fee will be subject to a 5% annual increase at the anniversary of the Service Start Date. Following the minimum term, for each Renewal Term, the Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index (CPI) for the preceding twelve (12) months or five percent (5%).

6.3. We will provide 5% additional complimentary employee licences, to support employee growth. You can add additional employees to the Platform at any time. Any additional employees added to the Platform will be billed on a quarterly basis.

6.4. Unless stated otherwise in this Agreement, all invoices shall be paid by You within 30 days of receipt by bank transfer into a single bank account as nominated in writing from time to time by Us.

6.5. The Annual fee does not include phone and Internet access charges, mobile text messaging, wireless service and other data transmissions. Unless stated in the Agreement, You are responsible for such incidental charges.

6.6 You will be solely responsible for any additional taxes or other amounts payable in respect of the non-cash benefits provided.

6.7. You will be solely liable for any foreign exchange costs arising from holding, receiving or transacting in such currency.

6.8 If You are required by law to withhold or deduct an amount payable to Us:

6.8.1 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

6.8.2 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.

7. GST

7.1. In this Clause 7, a word or expression defined in the *New Tax System (Goods and Services Tax) Act 1999* (Cth) ("GST Act") which is not otherwise defined in this Agreement has the meaning given to it in the GST Act.

7.2. All consideration provided under this Agreement is exclusive of GST unless it is specifically expressed to be GST inclusive. If a party ("**Supplier**") makes a taxable supply to another party ("**Recipient**") under or in connection with this Agreement in respect of which GST is payable, the Recipient must pay the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for the taxable supply was specified to include GST). The additional amount must be paid by the Recipient by the later of:

7.2.1. the date when any consideration for the taxable supply is first paid or provided; and

7.2.2. the date when the Supplier issues a tax invoice to the Recipient.

7.3. If an adjustment event varies the amount of

GST payable by a Supplier under this Agreement, the Supplier must adjust the amount payable by the Recipient to take account of the adjustment event. Any resulting payment must be paid by the Supplier to the Recipient, or the Recipient to the Supplier (as appropriate) within 10 business days of the Supplier becoming aware of the adjustment event. Any payment under this Section is deemed to be an increase or decrease of the additional amount payable under Section 6.2.

7.4. If the GST payable in relation to a supply is less than the amount the Recipient has paid the Supplier under Section 6.2, the Supplier is only obligated to pay a refund of GST to the Recipient to the extent the Supplier receives a refund of that GST from the Australian Taxation Office.

7.5. Subject to an express provision in this Agreement to the contrary, any payment, reimbursement or indemnity required to be made to a party (the "**Payee**") under this Agreement which is calculated by reference to an amount paid or payable by the Payee to a third party ("**Outgoing**") will be calculated by reference to that Outgoing inclusive of GST, less the amount of any input tax credit which the Payee is entitled to claim on that Outgoing.

7.6. If part of a supply is a separate supply under GST law, that part is a separate supply for the purpose of this Section.

7.7. Where the Supplier, Recipient or Payee in this Section 3 is a member of a GST group, a reference to the Supplier, Recipient or Payee includes the representative member of the GST group.

7.8. This Clause 7 shall survive termination or expiry of this Agreement.

8. Renewal

8.1. We will supply the Services to You for the Minimum Term, after which this Agreement will automatically renew for subsequent periods of twelve months (the "**Renewal Term(s)**"), unless terminated by either Party in accordance with Clause 13 or by giving a minimum of 90 days' written notice prior to the expiry of the Minimum Term or Renewal Term, as applicable. We will give you written notice no less than 120 days before the expiry of the Minimum Term (and each Renewal Term, as applicable).

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

9. Intellectual Property

9.1. You acknowledge and agree that you do not acquire any intellectual property rights from US related to the provision of the Services under this Agreement. You acknowledge and agree that, in the course of performing Our obligations under this Agreement, we may create software or other works of authorship, including training materials, user communications, in-app content (collectively, "**Work Product**"). We shall own all right, title and interest in such Work Product, including without limitation, all intellectual property rights therein and thereto. If any Work Product is delivered to You pursuant to or in connection with the Services (each, a "**Deliverable**"), We shall retain all right, title and interest in such Deliverables and hereby grants to You a non-exclusive, non-transferable right and license to use, execute, reproduce (excluding any modification rights), display and perform any such Deliverables only in connection with Your use of Our Services.

9.2. You agree that We, our employees and agents will be free to use and employ their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed under this Agreement

9.3. For the Term of the Agreement, You grant Us a non-exclusive, royalty-free, revokable licence to use Your Client Marks to the extent necessary to provide the Services and the Portal in accordance with this Agreement. You warrant that our use of such Intellectual Property Rights in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

9.4. You shall indemnify Us in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) ("**Losses**") suffered or incurred by us arising out of, or in connection with, any claim that the Client Marks infringes any Intellectual Property Rights of a third party, save to the extent that such Losses were caused by our (or our personnel, subcontractor or representatives') fraud, wilful default, negligence or breach of this Agreement.

9.5. Save for Intellectual Property Rights licensed to Us in accordance with Clause 9.1, we confirm that we are the owner of all Intellectual Property Rights in or capable of subsisting in the Portal and/or that We hold the necessary authority from any applicable third party owner of any such Intellectual Property Rights to grant the limited licence to use the Portal to You under this Agreement. We warrant that Your use of the Services and the Portal in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

9.6. We shall indemnify You in full against all Losses suffered or incurred by you arising out of, or in connection with, any claim that the receipt, use or supply of the Services, Portal and any deliverables infringes any Intellectual Property Rights of a third party.

9.7. If a party ("Indemnifying Party") is required to indemnify the other party ("Indemnified Party") under this Agreement, the Indemnified Party shall:

9.7.1. notify the Indemnifying Party without undue delay in writing of any claim against it qualifying for an indemnity (a "Claim");

9.7.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

9.7.3. provide the Indemnifying Party with such reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified

Party's costs so incurred; and

9.7.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring

the reputation of the Indemnified Party into disrepute.

10. Confidentiality

Each Party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) 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.

11. Data Protection

11.1. 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 1. In the event of conflict between this Agreement and the Data Sharing Agreement the Data Sharing Agreement shall prevail.

12. Liability

12.1. 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.

12.2. 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.

12.3. Each Party will not be liable for:

12.3.1. Indirect or consequential loss; or

12.3.2. any loss of use or corruption of software, data or information, or loss of profit or goodwill arising out of use or access to the Platform, the provision

of Services or otherwise in connection with this Agreement.

12.4. Terms, conditions, warranties and guarantees implied by law (including the *Competition and Consumer Act 2010* (Cth)) may apply to this Agreement to the extent required by those laws ("**Non-Excludable Guarantees**"). Nothing in this Agreement or any Order Form restricts, excludes or modifies, or purports to restrict, exclude or modify, any Non-Excludable Guarantee. Where We are permitted to limit

Your remedy against Us for breach of a Non-Excludable Guarantee, Our liability to You for breach of that Non-Excludable Guarantee is limited, at Our election, to: (a) in the case of goods: replacement of the goods or the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of having the goods repaired; and (b) in the case of services either resupplying the services or payment of the cost of having the services supplied again.

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

13. Termination

13.1. We may terminate this Agreement with 15 days' notice if undisputed fees are not paid by You within 15 days from the date of notice being issued to You that the payment of such fees is past due.

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

13.2.1. ceases or threatens to cease carrying on its business, operations or activities, becomes bankrupt or goes into liquidation, becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that Party or that Party suffers any similar process in any jurisdiction outside of Australia; or

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

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

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

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

14. Force Majeure

14.1. Subject to Clause 14.5, neither Party will be liable for any failure or delay in the performance of any of its obligations under this Agreement where such delay or failure is reasonably attributable to an event of Force Majeure.

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

14.3. If a Force Majeure event continues beyond one month, either Party may terminate immediately by giving written notice to the other.

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

14.5. Your obligation to pay the fees in accordance with Clause 6 shall not be affected by the occurrence of any event of Force Majeure.

15. Notices

Any notice given under this Agreement by either Party will be in writing and sent by pre-paid 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.

16. Severance

If any provision of this Agreement is found by any court or competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed not to form

part of this Agreement and the remaining provisions shall remain in full force and effect.

17. Partnership, Agency and the rights of third parties

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

18. Variation

18.1. The terms of this Agreement may be varied by Us subject to Us providing You with at least 60 days' notice in writing of the terms to be varied in accordance with this Clause.

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

19. Dispute Resolution

If any dispute arises in connection with this Agreement, the Parties will meet within 10 days to resolve it. If the dispute has not been settled within 10 days from such meeting, the Parties agree to try to settle unresolved disputes within the mediation of the Australian Disputes Centre before commencing arbitration or court proceedings (except proceedings for interlocutory relief). 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 commence arbitration or court proceedings in respect of the dispute.

20. Waiver

20.1. A waiver by either Party of any right under this Agreement is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default.

20.2. A failure or delay by either Party in exercising any right or remedy provided in this Agreement or by law will not constitute a waiver of that right or remedy, or other rights of remedies.

20.3. No partial or single exercise by either Party of any right or remedy provided by this Agreement or by law will preclude or restrict the further exercise of any such right or remedy.

21. Governing Law

This Agreement is governed by the law applicable in the State of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia to settle any claim arising under this Agreement.

22. Legal Advice

Each party acknowledges and represents to each other that it has had the opportunity to seek and obtain separate and independent legal advice before entering into this Agreement. If either party has entered this Agreement without first taking legal advice it has done so at its sole and absolute discretion and it will not be entitled to rely upon the absence of legal advice as a defence to any breach of any of the provisions of this Agreement.

23. Employee Discounts

23.1 Additional Definitions

Instant Voucher: Digital code that holds discounted store credit.

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

23.2 Our Obligations

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

24. Mobile Applications

24.1 Additional Definitions

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

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

Retailer screen: A participating retailer screen showcasing

all available discount offers by that retailer.

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

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

24.2 Our Obligations

The mobile application brings together Our Employee Discount offering into a single Android and iOS application for Employees. It can be used alongside Your desktop site, with saving opportunities available across both mediums. Employees can purchase Instant Vouchers/eGift Cards for immediate use or storage in a Digital Wallet for future use, earn Cashback when shopping online , redeem Cashback towards Instant Voucher purchases and top up Instant Cards at a discounted price.

25. Employee Reward & Recognition

25.1 Additional Definitions

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

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

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

Recipient: Employee who is the beneficiary of an Award.

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

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

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

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

25.2 Our Obligations

We will:

25.2.1 provide access for Recipients to a webpage with Your

branding hosted on the Platform explaining the Award redemption process;

25.2.2 notify Recipients of Awards on receipt of Award Data;

25.2.3 credit the Recipient’s Reward Gateway account with the Award Value within 2 working days of receipt of the Award Value from You in accordance with Clause 25.3.3;

25.2.4 enable functionality for a Recipient to choose and place an order for Vouchers online. You accept that the selection of Vouchers may change and availability of any particular Voucher is not guaranteed. A list of available Vouchers can be produced on request;

25.2.5 cancel any Vouchers notified to Us as undelivered and, subject to security checks and investigation, issue replacement Vouchers to the Recipient as soon as reasonably practical;

25.2.6 provide You with a report of Vouchers chosen by Recipients, on request; and

25.2.7 provide a social recognition wall which takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to the Social Recognition Platform. The Social Recognition Platform facilitates the real-time transmission of peer to peer social interactions, such as reactions and comments.

25.3 You will:

25.3.1 provide Us with monthly Award Data;

25.3.2 advise Us of any changes which could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;

25.3.3 pay Us the Award Value that is credited to the Recipients’ accounts in accordance with Clause 25. Where Awards are issued prior to payment, ownership remains with Us until payment received and You shall reimburse Us for any Award redeemed prior to payment;

25.3.4 be fully responsible for the completeness and accuracy of Award Data;

25.3.5 obtain Your own tax advice to ensure

that the operation of the Reward and Recognition Programme on the Platform is in accordance with all applicable legislation and

- 25.3.6 account for liability for tax and national insurance arising in connection with the Award and the Reward and Recognition Service; and
- 25.3.7 advise Us of any changes or circumstances which could affect the operation of the Social Recognition Wall.

26. Employee Recognition & Reward Fees and Payments

26.1 We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed frequency period. Credit will be topped up, upon Client request, provided that the invoice had been paid. At the end of the period, we will collate the Awards claimed. Any remaining Award Value will be carried forward to the next period.

26.2 Notwithstanding Clause 6.3, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted to You for payment.

26.3 We will invoice You for any other agreed disbursements at the time You confirm the order and such invoices shall be paid in accordance with Clause 6.3.

27. 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 Service, the Awards are not eligible for any retail discounts.

28. E-cards

28.1 Additional Definitions

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

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

28.2. Our Obligations

We will:

28.2.1. provide access for Recipients to a webpage with Your branding hosted on an integrated E-Card platform explaining E-Cards and how they operate;

28.2.2. enable functionality for Employees to choose from a selection of E-Cards online and transmit the same to another employee on a real-time basis;

28.2.3. report on E-Cards chosen by Employees to authorised Employees; and

28.2.4. provide draft initial designs, for up to 12 eCards, with up to three (3) rounds of revisions.

28.3. Client Obligations

You will:

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

29. Award File Plus

29.1 Additional Definitions

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

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

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

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

30. Award Nominator

30.1 Additional Definitions

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

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

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

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

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

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

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

30.2 Our Obligations

We will:

30.2.1 Assist You in creating up to five Award Types; and

30.2.2 subject to Your compliance with Clause 30.3, once a Nomination has been approved by an authorised individual and the Award Value and Award Type has been confirmed by the authorised individual, dispatch the Award to the Recipient. 30.3.

30.3 Client Obligations

You will:

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

31. Instant Award

31.1 Additional Definitions

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

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

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

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

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

31.2 Our Obligations

We will:

31.2.1 draft the initial design for up to twelve Instant Award cards with up to two rounds of revisions; and

31.2.2 subject to confirmation of the InstantAward Type and Award Value, allow Pot Owners to send Instant Awards to Employees through the InstantAwards Platform.

32. Not used.

33. Employee Communication

33.1 Additional Definitions

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

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

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

34. Employee Communications SmartComms

34.1 Additional Definitions

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

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

Blogs: a collection of articles written by authorised Employees.

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

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

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

34.2Our Obligations

We will:

- 32.4.1 create up to 10 Pages;
- 32.4.2 provide initial access to the Platform for populating Blog content (timing to be agreed by the parties during planning)

32.5 Client Obligations

You will:

- 32.5.1 provide Us with the content for Pages, Layout and Tiles and the initial content for the Blogs, to be supplied three weeks prior to the Launch Date.

33. Employee Survey

33.1Additional Definitions

Employee Survey: surveys created, schedules and dispatched by You to Your employees or list of recipients Employee Survey data: details of Recipients and other Personal Data sufficient to enable Us to process Surveys.

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

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

34. Employee Wellbeing

34.1Additional Definitions

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

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

34.2 Our obligations

We will:

- 34.2.1 configure and host the Wellbeing Centre and provide a help desk for Employee enquiries;

- 34.2.2 update content on the Wellbeing Centre regularly; and

- 34.2.3 unless You restrict this functionality, provide monthly Employee communications aligned to the Health Calendar which Employees can opt-in or opt-out to receive.

34.3 Client obligations

You will:

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

35. Wellbeing+

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

35.2 Additional Definitions

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

35.1.1 You and Your Employees and Associated Account employees may be able to post or store Content to third party websites and or Our websites, which will be made available through the Services. You may be able to post or provide materials (including feedback) that are part of the Services in a publicly accessible area that allows You to communicate with others. Use of the websites and the sharing of Content will be subject to the terms of use associated with those publicly accessible websites. You acknowledge that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks’ technical requirements, or conform to the limitations of the Services.

- 35.1.2 The Services contain links to third-party websites. These third-party websites are not under our control. If We have included these links in the

Services, We provide them as a convenience only. The including of these links is not an endorsement by Us of any third-party website, service or product. We reserve the right to disable links to any third-party website that You post on the Services.

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

36. Associated Accounts

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

Schedule 1 - Data Sharing Agreement

Reward Gateway Pty Ltd, ABN: 40 141 363 564, registered at Suite 13.01, Level 13, Australia Square Plaza, 95 Pitt Street, Sydney 2000 Australia; hereinafter referred to as “Reward Gateway”

and

[insert client name], [insert ABN], registered at [insert registered address]; 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 1 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.