

U.S. Terms and Conditions

2026

1. Parties

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

2. Definitions

Reward Gateway (US) Inc: employee engagement company operating the Reward Gateway platform (the “Platform”) and registered at 75 State Street, Boston, MA 01209, United States.

Annual Fee: as described in the Order Form.

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.

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.

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 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 any privacy, security or other data protection local, state or federal laws or regulations in force in the United States of America.

Employees: means Your Employees or

Members who are granted access to the 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.

Group Companies: Reward Gateway (US) 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: shall have the meaning described in the Order Form.

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

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

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

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

Platform: shall mean the primary platform managed for/by the Customer within a single instance of the Reward Gateway administration.

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

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

Service Start Date: means the Contract Date.

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

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

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

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

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

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 4.7, 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, page creation, page linking and segmentation, subject to a maximum of three segmentation groups being configured. Future segmentation revisions (as required) can be created by You after the initial launch but any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed by the Parties;
 - 3.3.5.** Provide electronic communication materials to promote Your Platform (the "Communication Materials") All communication materials provided will be designed by Reward Gateway and tailored using your platform colours and logo.
 - 3.3.6.** provide You with access to the selfservice Integrations Dashboard.
- 3.4.** We shall also provide Client and Employee Support through our help desk in accordance

with the service levels detailed in Clause 4 of these T&Cs.

- 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.** This agreement set 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 the Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

4. Our Service Levels

- 4.1.** We will comply with the following service levels:

- 4.1.1.** 99.5% Platform availability measured across any rolling 12-month period, excluding scheduled maintenance and emergency preventative maintenance.
- 4.1.2** 99% of Retail Partner Instant Vouchers (as defined in clause 22) will be available in the Employee's account within 60 seconds of payment card approval.
- 4.1.3** 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.
- 4.1.4** 100% immediate conversion where cashback is used towards the purchase of Our Retail Partners' vouchers.

5. Client Obligations

You will:

- 5.1.** not promote the Services or permit access to the Platform to any party other than Your Employees unless otherwise agreed in writing by Us;
- 5.2.** not charge any party for access to the Platform or use of the Services;
- 5.3.** 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;

- 5.4. 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;
 - 5.5. 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;
 - 5.6. set up integration to the Platform from Your corporate portal or identity provider (IDP) using the Integrations Dashboard, in order to configure Employees' access to the Platform and Services.
 - 5.7. 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 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.
 - 5.8. You are responsible for the printing, production and distribution of the Communication Materials.
 - 5.9. Provide Us with a copy of any bespoke fonts you require Us to use in design work. These copies must be licensed for Reward Gateway to use. If a licensed copy of the font cannot be provided then Reward Gateway will use the closest alternative font available to Us.
 - 5.10. 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.
6. **Fees and Payments**
 - 6.1. We will invoice You the Implementation Fee and the Annual Fee upon execution of the Order Form.
 - 6.2. We will invoice You one month prior to the end of each Contract Year for the Annual Fee. 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. Unless stated otherwise in this Agreement, all invoices shall be paid by You within 30 days of receipt by bank transfer into a single bank account as nominated in writing from time to time by Us.
 - 6.4. All taxes will be borne by the Party on whom it is legally levied. VAT payable in relation to the provision of the Services under this agreement shall be considered levied on You.
 - 6.5. Should You fail to pay any invoices owed under clause 6.3, We (at our sole discretion) shall charge You a monthly interest rate of 4% above the American Central Bank interest 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.
 - 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.
 - 6.9. The number of licences permitted for use of the Platform is specified in the Order Form. If the number of licences is in excess of the limit specified, We reserve the right to charge You for each additional licence. Any additional employees added to the Platform will be billed on a quarterly basis.
7. **Compliance with Laws**

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

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.
- 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.** 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.
- 9.2.** You shall indemnify Us in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) ("Losses") suffered or incurred by us arising out of, or in connection with, any claim that the Client Marks infringes any Intellectual Property Rights of a third party, save to the extent that such Losses were caused by our (or our personnel, subcontractor or representatives') fraud, wilful default, negligence or breach of this Agreement.
- 9.3.** 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.

- 9.4.** 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.
- 9.5.** If a party ("Indemnifying Party") is required to indemnify the other party ("Indemnified Party") under this Agreement, the Indemnified Party shall:
- 9.5.1.** notify the Indemnifying Party without undue delay in writing of any claim against it qualifying for an indemnity (a "Claim");
- 9.5.2.** allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 9.5.3.** 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
- 9.5.4.** not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Confidentiality

Each Party shall, during the term of the Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) the Confidential Information, unless that information is public knowledge or already known to such Party at the time of

disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use reasonable efforts to prevent the unauthorized disclosure of any such information.

11. Privacy and Data Protection

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, 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.

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

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

13. Termination

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

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

13.2.1. ceases or threatens to cease carrying on its business, operations or activities, becomes bankrupt or goes into liquidation, becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that Party or that Party suffers any similar process in any jurisdiction outside of the United States; 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 the Agreement on whatever basis shall be without prejudice to any rights or obligations of either Party which have accrued prior to the date of termination and shall not affect the continuation or coming into force of any provision of this agreement which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

14. Force Majeure

14.1 Subject to Clause 14.5, neither Party will be in breach, nor liable for any failure or delay in performance of any obligations where such failure or delay 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 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.

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 the 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 the Agreement shall be given by a duly authorized representative.

16. Severance

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

17. Partnership, Agency and the rights of third parties

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

18. Variation and Assignment

18.1 We may vary the terms of this Agreement by providing no less than sixty (60) days' written notice to You.

18.2 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.

18.3 Termination under clause 18.2 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.

18.4 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 18.2.

18.5 We may assign, novate, or subcontract any of Our rights or obligations under this Agreement to any member of Our Group Companies or to an Authorised Third Party, provided that such assignment, novation, or subcontracting does not materially affect the performance or quality of the Services.

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

19. Dispute Resolution

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

20. Waiver

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

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 the Agreement or by law will preclude or restrict the further exercise of any such right or remedy.

21. Governing Law

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

to settle any claim arising under the Agreement, and You irrevocably submit to such exclusive jurisdiction.

22. Employee Reward & Recognition

22.1. 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.

22.2. Our Obligations

We will:

- 22.2.1. provide access for Recipients to a webpage with Your branding hosted on the Platform explaining the Award redemption process;
- 22.2.2. notify Recipients of Awards on receipt of Award Data;
- 22.2.3. credit the Recipient's Reward Gateway account with the Award Value within 2 working days of receipt of the Award Value from You in accordance with Clause 22.3.3;
- 22.2.4. enable functionality for a Recipient to choose and place an order for Vouchers online. You accept that the selection of Vouchers may change and availability of any particular Voucher is not guaranteed. A list of available Vouchers can be produced on request;
- 22.2.5. cancel any Vouchers notified to Us as undelivered and, subject to security

checks and investigation, issue replacement Vouchers to the Recipient as soon as reasonably practical;

- 22.2.6. provide You with a report of Vouchers chosen by Recipients, on request; and
- 22.2.7. provide a Social Recognition Wall which takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to the Social Recognition Platform. The Social Recognition Platform facilitates the real-time transmission of peer-to-peer social interactions, such as reactions and comments.

22.3. Client Obligations

- 22.3.1. provide Us with monthly Award Data;
- 22.3.2. advise Us of any changes which could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;
- 22.3.3. pay Us the Award Value that is credited to the Recipients' accounts in accordance with Clause 21 Where Vouchers are issued prior to payment, ownership remains with Us until payment received and You shall reimburse Us for any Vouchers redeemed prior to payment
- 22.3.4. be fully responsible for the completeness and accuracy of Award Data;
- 22.3.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition Program on the Platform is in accordance with all applicable tax-related laws and regulations; and
- 22.3.6. account for liability for tax arising in connection with the Awards and the Reward and Recognition Service; and
- 22.3.7. advise Us of any changes or circumstances which could affect the operation of the Social Recognition Wall.

23. Employee Reward & Recognition Fees and Payments

- 23.1. We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed frequency period. Credit will be increased, upon Client request, provided that the invoice had been paid. At the end of the period, we will collate the Awards claimed and apply any applicable and appropriate tax treatment. Any remaining Award Value will be carried forward to the next period.
 - 23.1.1. Notwithstanding Clause 6.4, You will pay all valid invoices for the Award Value in full within 14 days of the

invoice being submitted to You for payment.

- 23.1.2. We will invoice You for any other agreed disbursements at the time You confirm the order and such invoices shall be paid in accordance with Clause 6.4.

24. Award Value

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

25. E-cards

25.1. Additional Definitions

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

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

25.2. Our Obligations

- 25.2.1. provide access for Recipients to a webpage with Your branding hosted on an integrated E-Card platform explaining E-Cards and how they operate;
- 25.2.2. enable functionality for Employees to choose from a selection of E-Cards online and transmit the same to another employee on a real-time basis;
- 25.2.3. report on E-Cards chosen by Employees to authorized Employees; and
- 25.2.4. provide draft initial designs, for up to 12 E-Cards, with up to three rounds of revisions.

25.3. Client Obligations

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

26. AwardFile Plus

26.1. Additional Definitions

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

Award Types: the awards You have created to be used on the 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 authorized individuals to interrogate traffic flow data and additional message content.

27. Award Nominator

27.1. Additional Definitions

Nomination: a peer-to-peer nomination consisting of the responses to the fields defined in the 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 authorized individuals. Once approved the awards are dispatched to the award recipient

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

27.2. Our Obligations

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

27.3. Client Obligations

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

28. Instant Award

28.1. Additional Definitions

Instant Awards: are awards sent by Pot Owners to instantly recognize 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 program integrated within the Platform that facilitates the real-time transmission of Instant Awards from Pot Owners.

28.2. Our Obligations

We will

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

29. On the Spot Recognition

29.1. Additional Definitions

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

30. Not used.

31. Employee Communication

31.1. 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.

32. Employee Communications Smart Comms

32.1. 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 authorized Employees to interrogate traffic flow data.

Blogs: a collection of articles written by authorized Employees.

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

32.2. Our Obligations

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

32.3. Client Obligations

You will

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

33. Employee Files Locker

33.1. Additional Definitions

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

33.2. Our obligations

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

33.3. Client obligation

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

34. Employee Survey

34.1. Additional Definitions

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

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

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

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

35. Employee Discounts

35.1. 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.

35.2. Our Obligations

35.2.1. 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.

36. Mobile Applications

36.1. 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.”

36.2. Our Obligations

36.2.1. The mobile application brings together Our Employee Discount offering functionality 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.

37. Employee Wellbeing

37.1. Additional Definitions

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

Health Calendar: Monthly plan of wellbeing topics displayed within the Wellbeing Center and

communicated to Employees via a monthly communication.

37.2. Our obligations

37.2.1. configure and host the Wellbeing Center and provide a help desk for

Employee

inquiries;

37.2.2. update content on the Wellbeing Center regularly; and

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

37.3. Client obligations

You will give signposted access to the Wellbeing Center on Your Platform and communicate reference to the Wellbeing Center for all Employees.

38. Wellbeing+

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

38.1 Additional Definitions

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

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

38.1.3. The Services contain links to third-party websites. These third-party websites are not under our control. If We have included these links in the Services, We provide them as a convenience only. The 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.

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

38.2. Associated Accounts

38.2.1. 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 US Inc registered at 75 State Street, Boston, MA 02109, United States; hereinafter referred to as “Reward Gateway”

and

[insert client name], 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.