

Introduction

- A. The client agreeing to these terms (the “**Client**”) and Reward Gateway (UK) Limited, (“**Reward Gateway**”) have entered into one or more Client Agreement(s) (each, as amended from time to time, an “**Agreement**”); and
- B. The purpose of this Addendum is to set out the parties’ respective obligations in relation to their processing of Personal Data (as defined below) pursuant to the Agreement.

1. Definitions

1. “**Additional Security Controls**” means the security resources, features, functionality and/or controls that Reward Gateway makes available to the Client and the Client may use at its option, such as, but not limited to availability of multi-factor authentication, session timeout, and credential checks.
2. “**Affiliate**” means any entity directly or indirectly controlling, controlled by, or under common control with a party.
3. “**Annual Fee**” as described in the Client Agreement.
4. “**Commencement Date**” means the date on which the Agreement is signed by both parties.
5. “**Client Personal Data**” means any Personal Data which is provided by or on behalf of the Client to Reward Gateway and processed from time to time by Reward Gateway in connection with the Services.
6. “**Client Agreement**” means one or more signed order form(s) specifying the Services Reward Gateway will provide, combined with a set of Terms & Conditions; or any other agreement under which Reward Gateway agrees to provide the Services to the Client.
7. “**Data Incident**” means an actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Personal Data transmitted, stored or otherwise Processed by a party.
8. “**Data Protection Laws**” means all applicable laws which govern the use of data relating to identified or identifiable individuals, including the Data Protection Act 2018 (“**DPA**”), the Privacy and Electronic Communications Regulations 2003 (EC Directive) and the GDPR (and any laws implementing it), and any amending or replacement legislation from time to time, applicable to the processing of Client Personal Data under the Agreement
9. “**Employees**” as described in the Agreement.
10. “**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**EU GDPR**”) and the UK GDPR as defined in sections 3(10) and 205(4) of the DPA (“**UK GDPR**”) as applicable.
11. “**Internal Policies**” means Reward Gateway’s written policies relating to the security of Client Personal Data, as amended from time to time.
12. “**ISO 27001 Certification**” means ISO/IEC 27001:2013 certification or a comparable certification.
13. “**Notification Email Address**” means the email address(es) designated by the Client on the Client Agreement to receive certain notifications from Reward Gateway.
14. “**Penetration Test**” means a partially automated test conducted by an independent company that will attempt to remotely identify security vulnerabilities and/or software configuration errors on computer systems owned and/or operated by Reward Gateway to provide the Services.
15. “**Penetration Test Report**” means the number and severity of issues identified by a Penetration Test as well as their remediation status.
16. “**Personal Data**” means any personal data (as defined in the Data Protection Laws) which is processed from time to time by Reward Gateway and/or the Client in connection with the Services.
17. “**Platform**” means the primary portal managed for/by the Client within a single instance of the Reward Gateway administration portal.
18. “**Reward Gateway’s Third Party Auditor**” means a Reward Gateway appointed, independent, third party auditor.
19. “**Safe Countries**” means the countries that comprise the EEA and the United Kingdom.
20. “**Security Documentation**” means all documents and information made available by Reward Gateway under clause 2.12(g).
21. “**Security Measures**” means the measures Reward Gateway uses to ensure the confidentiality, integrity and availability of the Services and Personal Data. Details of the Security Measures are available at <http://rg.co/security>.
22. “**Services**” means the products and services that are ordered by the Client, as described in the Client Agreement.
23. “**Sub-Processors**” means the sub-processors detailed at <http://rg.co/agreements> (as at the Commencement Date) which are authorised under this Addendum to have logical access to and to process Client Personal Data in order to provide parts of the Services and related technical support when Reward Gateway is acting as a Data Processor.
24. “**Term**” means the period from the Commencement Date until the end of Reward Gateway’s provision of the Services under the applicable Agreement, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which Reward Gateway may continue providing the Services for transitional purposes.
25. The terms **Controller**, **Processor**, **Data Subject**, and **processing** (and related expressions) shall have the meanings given to them in the Data Protection Laws.

2. Processing of Personal Data

1. The parties agree that the terms of this Addendum replace all provisions relating to the processing of Personal Data in the Agreement and in the event of any inconsistency between this Addendum and the Agreement, this Addendum shall prevail.
2. The parties agree that the factual arrangement between them, by reference to applicable Data Protection Laws, will determine whether each party is a Controller or Processor of Personal Data. Without prejudice to the foregoing, the parties consider that:
 - a. the Client will be the Controller of all Personal Data which it processes pursuant to an Agreement; and
 - b. when Reward Gateway processes Client Personal Data prior to an Employee creating an account and agreeing to the Member Terms & Conditions on the Platform, it will do so in the capacity of the Client's Processor; and
 - c. from the point at which an Employee creates an account and agrees to the Member Terms & Conditions on the Platform, Reward Gateway shall process Client Personal Data and any other Personal Data relating to that Employee in the capacity of a Controller.
3. Further details of Reward Gateway's processing of Client Personal Data, including the types of Personal Data, the purposes and duration of the processing and the categories of Data Subjects are provided in Appendix 1 to this Addendum.
4. Each party shall appoint a single point of contact ("**SPOC**") who will work together to deal with matters in connection with this Addendum or otherwise in relation to the processing of Client Personal Data. The SPOC for Reward Gateway is set out in Appendix 1 to this Addendum and Reward Gateway shall notify the Client in writing upon making any subsequent changes to its nominated SPOC. The Client's SPOC shall be contactable through the Notification Email Address.
5. Reward Gateway warrants that it shall, when processing the Personal Data, at all times comply with its obligations under applicable Data Protection Laws.
6. When Employees register to use Reward Gateway's Platform, Reward Gateway shall provide Employees with a privacy notice informing them about how their Personal Data will be used by Reward Gateway pursuant to their registration and use of the Platform and shall obtain any consents which Reward Gateway is required under Data Protection Laws to obtain in order to use Employees' Personal Data pursuant to their registration and use of the Platform.
7. Both parties shall implement and maintain appropriate technical and organisational measures to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access including, in the case of Reward Gateway, the Security Measures which help ensure the ongoing confidentiality, integrity, availability and resilience of Reward Gateway's systems and services and in respect

of both parties, measures to help restore timely access to Client Personal Data following an incident; and for regular testing of effectiveness. Reward Gateway may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

8. Reward Gateway shall:
 - a. notify the Client promptly and without undue delay within 24 hours if at any time it becomes aware of a Data Incident and promptly take reasonable steps to minimise harm and secure Client Personal Data. This notification shall include, to the extent possible, providing full details of the Data Incident including steps taken to mitigate the potential risks and steps Reward Gateway is taking to address the Data Incident. Reward Gateway shall deliver any notifications of Data Incidents to the Notification Email Address. The Client is solely responsible for ensuring that the Notification Email Address is current and valid. Reward Gateway's notification of or response to a Data Incident in accordance with this clause 2.8 shall not be construed as an acknowledgement by Reward Gateway of any fault or liability in respect of the Data Incident.
 - b. maintain the ISO27001 Certification and conduct Penetration Tests every six months to help ensure the continued effectiveness of the Security Measures and will adopt any reasonable suggestions for improvement arising out of such Penetration Tests;
 - c. take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Sub-Processors to the extent applicable to their scope of performance of the Services;
 - d. make the Additional Security Controls available to:
 - i. allow the Client to take steps to secure Client Personal Data; and
 - ii. provide the Client with information about securing, accessing and using Client Personal Data.
 - e. notify the Client promptly of any amendments to the Security Measures and Additional Security Controls related to the security of the Services;
 - f. in a manner consistent with the functionality of the Services, enable the Client to access, rectify and restrict processing of Client Personal Data, including the deletion functionality provided by Reward Gateway and described in clause 2.12(e);
 - g. not do or omit to do anything which places the Client in breach of any Data Protection Laws.
9. The Client shall:
 - a. ensure that its collection and provision of Personal Data to Reward Gateway complies with Data Protection Laws;
 - b. be responsible for the integrity, quality and legality of the Personal Data provided by the Client to

- Reward Gateway (or on its behalf). Except where Reward Gateway is Controller, it is under no duty to investigate the completeness, accuracy or sufficiency of the Personal Data provided to it by (or on behalf of) the Client;
- c. be solely responsible for making appropriate use of the Services and the Additional Security Controls to ensure a level of security appropriate to the risk in respect of Personal Data it processes;
 - d. use reasonable efforts to ensure the account authentication credentials, systems and devices the Client uses to access the Services are secure;
 - e. at all times be responsible for backing up the Client Personal Data;
 - f. at all times be responsible for reviewing the Security Documentation and evaluating for itself whether the Services, the Security Measures, the Additional Security Controls and Reward Gateway's commitments under clause 2.8 will meet the Client's needs, including with respect to any security obligations of the Client under Data Protection Laws; and
 - g. as the Data Protection Laws require Reward Gateway to collect and maintain records of certain information (including, but not limited to, the name and contact details of each Processor and/or Controller on behalf of which Reward Gateway is acting and, where applicable, the Processor's or Controller's local representative and data protection officer), and to make such information available to relevant supervisory authorities, on request, the Client shall provide any information reasonably requested by Reward Gateway to comply with such obligations, and will ensure that all information provided is kept accurate and up-to-date.
10. Where Reward Gateway is acting as the Client's Processor, Reward Gateway shall provide any assistance to the Client that is necessary to enable the Client to respond to a request from a Data Subject which relates to the Personal Data in accordance with the Data Protection Laws including, but not limited to, notifying the Client and providing a copy of any requests it receives from Data Subjects exercising their rights within 48 hours of receipt of the request. Where Reward Gateway acts as a Controller in its own right, it shall deal with any requests that it receives from a Data Subject in relation to the service it is providing and the Client shall provide any reasonable assistance to Reward Gateway that is necessary to enable Reward Gateway to respond to a request from a Data Subject.
 11. Each party shall deal with any requests or communications received from a supervisory authority which are addressed to them and which relate to Personal Data processed in connection with the Services in accordance with Data Protection Laws. Each party shall on written request provide reasonable assistance to the other, as is necessary to enable the other party to respond to any such request or communication from a supervisory authority in accordance with Data Protection Laws.
 12. Where Reward Gateway processes Personal Data in the capacity of the Client's Processor, it shall:
 - a. only process the Client Personal Data as permitted by this Addendum, the Agreement and in accordance with the Client's written instructions, unless otherwise required by law, in which case, Reward Gateway shall (to the extent permitted by law) inform the Client of that legal requirement before carrying out the processing. The Client hereby instructs Reward Gateway to process the Client Personal Data:
 - i. to provide the Services and related technical support;
 - ii. as further specified through the Client's use of the Services (including the Reward Gateway administration portal and other functionality of the Services) and related technical support;
 - iii. as documented in the form of the applicable Agreement, including this Addendum; and
 - iv. as further documented in any other written instructions given by the Client;
 - b. immediately inform the Client if Reward Gateway becomes aware of a written instruction given by the Client under clause 2.12(a) that in Reward Gateway's opinion infringes Data Protection Laws;
 - c. not transfer any Personal Data to, or access or allow access to it from outside the Safe Countries without the implementation of such measures and the conclusion of all necessary documents as are required to enable the Client to comply with Data Protection Laws in relation to such transfer;
 - d. taking into account the nature of the processing and the information available to it, upon the Client's written request, provide all necessary assistance to the Client to comply with its obligations under Data Protection Law by way of:
 - i. implementing and maintaining the Security Measures;
 - ii. making the Additional Security Controls available to the Client;
 - iii. complying with clause 2.8(a);
 - iv. providing the Client with the Security Documentation and the information contained in the applicable Agreement including this Addendum; and
 - v. providing reasonable assistance to the Client when it is carrying out Data Protection Impact Assessments and/or consulting with a supervisory authority following a Data Protection Impact Assessment that relates to the Client Personal Data;
 - e. enable the Client to delete the Client Personal Data in a manner consistent with the functionality of the Services. If the Client or an Employee uses the Services to delete any Client Personal Data during the applicable Term and the Client Personal Data cannot be recovered by the Client or the

- Employee (such as from the “archive”), this use will constitute an instruction to Reward Gateway to delete the relevant Client Personal Data from Reward Gateway’s systems in accordance with clause 2.12(a). Reward Gateway shall comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days unless Reward Gateway is required under applicable laws to store the Client Personal Data in which case Reward Gateway shall inform the Client of any such requirement (and in storing the Client Personal Data Reward Gateway will protect the confidentiality of the Client Personal Data and will not otherwise process the Client Personal Data.) Reward Gateway shall not be liable for any delay or failure to provide the Services resulting from any such deletion of Client Personal Data;
- f. upon expiration or termination of the provision of the Services, erase all Client Personal Data (including existing copies) from its systems as soon as reasonably practicable and within a maximum period of 180 days unless Reward Gateway is required under applicable laws (or it retains it in its capacity of a Controller) to retain the Client Personal Data in which case Reward Gateway shall inform the Client of any such requirement (and in storing the Client Personal Data, Reward Gateway will protect the confidentiality of the Client Personal Data and will not otherwise process the Client Personal Data.) The Client acknowledges and agrees that it will be responsible for exporting any Client Personal Data it wishes to retain, before the applicable Term expires;
 - g. retain a written record of processing of Client Personal Data and upon the Client’s written request make available to the Client for review the following documents and information to verify that Reward Gateway is in compliance with its obligations under this Addendum:
 - i. records of any transfer of or access to Client Personal Data outside of the Safe Countries, whether in accordance with clause 2.12(c) or otherwise;
 - ii. a summary of the outcome of audits conducted by Reward Gateway’s Third Party Auditors in the last 12 months;
 - iii. the certificates issued in relation to the ISO27001 Certification;
 - iv. the then-current Penetration Test Report; and
 - v. the then-current and applicable Internal Policies related to the Agreement;
 - h. permit the Client (either itself or through third party auditors appointed by the Client) to audit Reward Gateway’s systems which are used to process Personal Data in connection with the Services, to the extent necessary to assess Reward Gateway’s compliance with this clause 2.12 and reasonably contribute to such audits. The Client’s right to audit under this clause 2.12(h) and to request to review the Penetration Test Report under clause 2.12(g) is subject to the following conditions:
 - i. the Client must send any requests for reviews of the Penetration Test Report or audits to Reward Gateway’s Information Security Team in accordance with the notice provisions in the applicable Agreement;
 - ii. following receipt of a request, the parties will discuss and agree in advance, (i) the reasonable date(s) of and security and confidentiality controls applicable to any review of the Penetration Test Report and/or (ii) the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit;
 - iii. the Client shall be responsible for any fees charged by any auditor appointed by the Client to execute any such audit;
 - iv. the Client shall use suitably qualified and independent auditors and shall not appoint any auditor that is a competitor of Reward Gateway;
 - v. the Client may only exercise its right to audit under this clause once during each year of the Agreement unless there has been a Data Incident in the preceding 12 months, in which case the Client may exercise its rights as reasonably required to satisfy its obligations under Data Protection Laws; and
 - vi. Reward Gateway will promptly address any exceptions noted in the audit by the Client and implement a corrective action plan.
13. Where Reward Gateway processes Personal Data in the capacity of the Client’s Processor, the Client specifically authorises the engagement of Reward Gateway’s Affiliates as sub-processors and it generally authorises the engagement of the Sub-Processors. Reward Gateway shall (i) ensure that the data protection obligations set out in this Addendum and in the Data Protection Laws are imposed in a written contract on each Sub-Processor and Affiliate; and (ii) remain fully liable for all obligations sub-contracted to and all acts and omissions of the Sub-Processors and Affiliates. In the event that Reward Gateway intends to allow access to Personal Data by any sub-processors other than the Sub-Processors and Affiliates, Reward Gateway shall inform the Client at least 30 days before the new sub-processor processes any Client Personal Data by sending an email to the Notification Email Address containing the name and location of the relevant sub-processor and the activities it will perform. The Client may object to such changes within 30 days of receiving notice of such changes by notifying Reward

Gateway and the parties shall try to find a mutually agreeable solution in good faith. If the parties cannot agree to a resolution within 30 days, the Client may terminate the Agreement upon written notice and Reward Gateway will refund the Client in respect of any pre-paid amounts for the Services not yet provided at the date of termination.

14. If at any time, in Reward Gateway's opinion, it needs to amend this Addendum in order to comply with its minimum obligations under Data Protection Laws, the Client agrees to enter into a written variation of this Addendum to make the amendments which in Reward Gateway's opinion are required.

3. Liability

1. Nothing in this Addendum limits any liability which cannot legally be limited, including but not limited to liability for:
 - a. death or personal injury caused by negligence;
 - b. fraud or fraudulent misrepresentation; and
 - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
2. No limitations or exclusions of liability contained in the Agreement shall apply to the Client's liability:
 - a. under this Addendum, including but not limited to the indemnity at clause 3.5; or
 - b. incurred due to any breach of Data Protection Laws by the Client, or its employees or subcontractors.
3. Subject to clause 3.1 and clause 3.4, the total liability of Reward Gateway to the Client under or in connection with any breach by it or its sub-processors of this Addendum or the Data Protection Laws shall be limited to twice the value of the Annual Fee.
4. Subject to clause 3.1, Reward Gateway shall not be liable for the following types of losses under this Addendum: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, or any indirect or consequential losses.
5. The Client agrees to fully indemnify and keep indemnified and defend at its own expense Reward Gateway against all costs, claims, damages and expenses incurred by Reward Gateway or for which Reward Gateway may become liable due to any failure by the Client or its employees or subcontractors to comply with any obligations under this Addendum or the Data Protection Laws.

This Addendum shall come into force on the Commencement Date and shall remain in force for the Term.

Any notices to be served on either party by the other shall be served in accordance with the notice provisions of the Client Agreement.

The parties are with respect to each other independent contractors and nothing in this Addendum and no actions taken by the parties under it shall be deemed to constitute any agency, partnership, association, joint venture or other co-operative enterprise between the parties.

This Addendum may be executed in any number of counterparts but shall not become effective until the parties have exchanged executed counterparts with each other. Counterparts may be exchanged in person or remotely via post, fax or email attachment.

This Addendum together with any documents referred to or incorporated into it in accordance with its terms represents the entire agreement between the parties relating to its subject matter and supersedes all previous representations made and/or agreements, negotiations and discussions between the parties relating to the same.

Save as otherwise provided in clause 2.14 of this Addendum, no variation or amendment of this Addendum shall be binding unless made in writing and signed by or on behalf of each of the parties.

Neither party may assign its rights and/or obligations under this Addendum without the prior written consent of the other party, not to be unreasonably withheld or delayed.

This Addendum will be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in relation to any claim or matter arising (including non-contractual) under or in connection with this Addendum.

If any provision of this Addendum is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

The failure to exercise or delay in exercising any right or remedy under this Addendum shall not be regarded as a waiver of such right or remedy, or a waiver of other rights or remedies. No single or partial exercise of any right or remedy under this Addendum shall prevent any further exercise of the right or remedy or any other right or remedy.

A person who is not a party to this Addendum shall have no right to enforce any term of this Addendum pursuant to the Contracts (Rights of Third Parties) Act 1999.

In the event of any conflict between any term(s) of this Addendum and any term(s) of the Agreement, the terms of this Addendum shall prevail.

In witness of which the parties have signed this Addendum:

For and on behalf of Reward Gateway:

Signed: Will Tracz
By: Will Tracz
Title: Chief Technology Officer
Date: 12 July 2021

For and on behalf of the Client:

Signed: _____
By: _____
Title: _____
Date: _____

Appendix 1: Details of the Data Processing

Reward Gateway's SPOC privacy-requests@rewardgateway.net

Subject Matter Reward Gateway's provision of the Services and related technical support to the Client.

Duration of the Processing The applicable Term plus the period from the expiry of such Term until the deletion of all Client Personal Data by Reward Gateway in accordance with the Addendum.

Nature and Purpose of the Processing Reward Gateway will process Client Personal Data submitted, stored, sent or received by the Client or its Affiliates via the Services for the purposes of providing the Services and related technical support to the Client in accordance with the Addendum and applicable Agreement.

Categories of Personal Data Client Personal Data submitted, stored, sent or received by the Client or its Affiliates via the Services may include the following categories of Personal Data: user IDs, email, payroll information, and other data.

Data Subjects Client Personal Data submitted, stored, sent or received via the Services may concern the following categories of Data Subjects:

- Employees including contractors; and
- the personnel of Client's customers, suppliers and subcontractors.