

1. Parties

Our terms and conditions will govern all agreements entered into between the Client (“You”, “Your”) and Reward Gateway (UK) Ltd (“We”, “Us”, “Our”) (together the “Parties”) for the provision of Services. Clauses 1 to 20 inclusive will remain in force at all times. Clauses 21 to 53 will also be in force where You utilise the relevant Services. Together these clauses and the Data Protection Addendum represent the entire and only agreement between Us.

2. Definitions

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

Annual Fee: state amount, as described in Clause 6.

Confidential Information: any confidential information concerning the business, affairs, customers, clients or suppliers of the other party including any sensitive information.

Contract Year: 12 month period post Launch or Renewal Date.

Data Protection Laws: means all applicable laws which govern the use of data relating to identified or identifiable individuals, including the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, (and any implementing laws) as amended or replaced from time to time and to the extent applicable to a party.

Employee Benefits Industry: Edenred, Xexec, PM&M, Youatwork, iCOM Works (Vectis), Xafinity, Next Jump, Grass Roots, SVM Europe, Thomsons and Benefex.

Launch Date: as mutually agreed.

Minimum Term: state number of years, the initial duration of the agreement, subject to earlier termination in accordance with Clause 12.

Implementation Fee: state amount one-off build fee.

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

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

Working Day: Monday to Friday excluding Public Holidays.

Renewal Date: the last day of the Minimum Term or Contract Year.

Retail Partners: businesses whose goods, services, instant vouchers, reloadable cards and in-store SMS texts appear on the Reward Gateway platform.

Services: as described in Clause 3 and where applicable Cycle to Work, Childcare Vouchers, Reward and Recognition, Total Reward Statements, my Reward Gateway platform;

3. Our Obligations

3.1. We will provide access to the following Services with reasonable skill and care and in accordance with applicable laws and regulations:

3.1.1. Unique domain name Reward Gateway platform;

3.1.2. Management information portal;

3.1.3. Client Success Manager and help desk;

3.1.4. Employee communication plan and design (printing and distribution services on request at additional cost);

3.1.5. Your corporate logo, colour palette and “benefit brand

title” customisation;

3.1.6. All deals agreed with Retail Partners subject to Your restrictions;

3.2. We will neither be responsible for Retail Partners’ website content, nor the quality of goods and services they supply, nor be party to any contract entered with them.

3.3. We reserve the right to suspend Employee access where We believe commercially or reputation damaging actions are evident.

4. Our Service Level Agreements

4.1. We will comply with the following service levels:

4.1.1. 90% of help desk calls will be answered within thirty seconds.

4.1.2. 99% of Retail Partner paper vouchers ordered by 11am Monday to Friday (excluding Bank Holidays) will be despatched same day.

4.1.3. 99% of Retail Partner instant in-store SMS texts will be sent to the user’s mobile phone within sixty seconds of payment card approval. This SLA applies 24 hours a day, every day.

4.1.4. 99% of orders for Retail Partner new reloadable cards ordered by 5pm Monday to Friday (excluding Bank Holidays).

4.1.5. 95% of withdrawals of confirmed cashback will be transferred within three business days (100% immediate conversion when used towards purchase of Our Retail Partners vouchers and cards).

4.1.6. 99.9% web server availability measured across any rolling twelve month period excluding out of hours scheduled maintenance and emergency preventative maintenance. If emergency maintenance is required, for example to apply a patch or software update to prevent a DNS attack, then the platform may be made unavailable without notice and during core hours.

4.2. Discount Guarantee

4.2.1. We guarantee Our Retail Partner reloadable card discounts will be the highest rate in the Employee Benefits Industry for the term of the contract.

4.2.2. This is a Client guarantee. If You procure evidence during the contract term that any Retail Partner reloadable card available on any of the Clause 2 competitor services is offered at an effective discount rate deeper than that provided by Us, We will improve on that discount by 5%. To illustrate impact, if Our XYZ Retail Partner’s reloadable card discount rate is 9% and You provided evidence that P&MM offered an effective discount rate of 10% net of pick, pack, delivery and insurance on the same card (none of these costs are chargeable by Us), We will increase Our XYZ Retail Partner reloadable card discount to 10.5%.

4.2.3. For the purpose of comparison, pick, pack, delivery and insurance charges will be taken into account and the effective discount rate will be calculated on a £300 order with insured delivery.

4.2.4. Competitor promotions less than 60 days excluded.

4.2.5. We can only benchmark and check rates with legally procured competitor information.

4.3. Cashback Guarantee

4.3.1. We guarantee that Our Retail Partner cashback offers will be the highest rate in the Employee Benefits Industry for the term of the contract.

4.3.2. This is a Client guarantee. If You procure evidence during the contract term that any Retail Partner cashback rate

available on any of the Clause 2 competitor services is higher than that provided by Us, We will improve on that rate by a factor of 5%. To illustrate impact, if Our XYZ Retail Partner's cashback rate is 9% and You provided evidence that P&MM offered a 10% rate on the same product or service provided by the same Retail Partner, We will increase Our XYZ Retail Partner cashback rate to 10.5%

4.3.3. For the purpose of comparison a minimum order value of £50 will apply.

4.3.4. Competitor promotions less than 60 days excluded.

4.3.5. We can only benchmark and check rates with legally procured competitor information.

5. Client Obligations

5.1. You will not promote the Services to or charge any party for access to the Reward Gateway platform other than your Employees unless otherwise agreed with Us.

5.2. You will not appoint any third party to provide services similar to the Services during the Term.

5.3. You will provide us with all reasonable assistance in communicating the Services through your usual channels to your Employees, executives, managers and benefits champions, co-operate with us in all matters relating to the Services, provide us with such information and materials as We reasonably require to supply the Services and ensure that such information is accurate in all material respects, and maintain all necessary licences, permissions and consents which may be required before the Launch Date.

6. Fees and Payment

6.1. We will invoice you in respect of the Implementation Fee and Annual Fee when you sign. You will pay us by bank transfer within 30 days of receipt and prior to the launch date.

6.2. On subsequent anniversaries and when the agreement is renewed in accordance with Clause 7, We will invoice You one month prior to the end of the current Contract Year for Services to be provided in the following year.

6.3. The Annual Fee is calculated with reference to the Services provided. We may implement fee increases, capped at the greater of 5% or Retail Price Index (RPI) inflation per Contract Year. Any changes to this will be reflected in your client agreement.

6.4. All taxes will be borne by the Party on whom legally levied. VAT shall be considered levied on You.

7. Renewal

We will supply the Services to You for the Minimum Term, following which the agreement will automatically renew on the Renewal Date and continue for a further twelve months ('Renewal Term'), unless terminated in writing a minimum of 90 days prior to the expiry of the Minimum Term or Renewal Term, as applicable.

8. Intellectual Property

You grant us a non-exclusive, royalty-free license to use Your logos and graphics to operate the Services for your Employees and warrant that such logos and graphics will not infringe the intellectual property rights of any third party.

9. Confidentiality

Both Parties agree to treat as confidential Confidential Information save for disclosure required by law.

10. Data Protection

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

11. Liability

Unless set out elsewhere in this agreement we will not be liable for:

11.1 indirect, consequential or economic loss; or 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 Reward Gateway platform, the provision of Services or otherwise in connection with the agreement. 11.2. liability howsoever arising under this agreement in total exceeding the value of Annual Fee.

11.3. cashback, card balances and in-store SMS texts that remain unclaimed beyond two years.

11.4. Nothing in this agreement limits or excludes liability which cannot be limited or excluded by law.

12. Termination

12.1. We may terminate with 30 days notice if sums owing are not paid on time.

12.2. Either Party may terminate with 30 days notice if the defaulting Party commits a breach of the agreement and fails to remedy within 30 days.

12.3. On termination, You will pay outstanding fees and each Party will return to the other Party all Confidential Information of the other Party. Employee provided data will be destroyed.

12.4. Clauses 9, 10, 11, 15, 19 and 20 will survive termination.

13. Force Majeure

13.1. causes beyond control of the Parties including:

13.1.1. war, civil disturbance, terrorism;

13.1.2. fire, explosion, flood;

13.1.3. theft or malicious damage; third party injunction;

13.1.4. acts or regulations of government.

13.2. Neither Party will be in breach, nor liable for any failure in performance of any obligations caused by Force Majeure.

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

13.4. If a Force Majeure event continues beyond one month, either Party may terminate.

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

14. Notices

Any notice or amend will be in writing (signed by the Party giving it and served by confirmed mail to the Party due to receive it at its principal office) or by email (except for service of any proceedings or other documents in any legal action or any variation of this agreement).

15. Severance

If any condition is found by any court or competent jurisdiction to be invalid, that condition will be deemed not to form part of the agreement.

16. Partnership, Agency and 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 organisation that is not a party to this agreement shall not have rights in connection with it.

17. Variation

The terms of the agreement may be varied by Us in writing.

18. Dispute Resolution

If any dispute arises in connection with the agreement, the Parties will meet within 10 days to resolve it. The Parties agree to try to settle unresolved disputes within the mediation of the Centre for Effective Dispute Resolution.

19. Waiver

19.1. A waiver by either Party of any right under these conditions is only effective if given in writing and will not be deemed a waiver of any subsequent breach of default. A failure or delay by either Party in exercising any right provided in these conditions or by law will not constitute a waiver of that right, nor will it restrict any further exercise.

19.2. No exercise by either Party of any right provided in these conditions or by law will preclude or restrict the further exercise of any such right.

20. Governing Law

English law will apply and the courts of England and Wales will have exclusive jurisdiction to settle any claim arising under the agreement.

Cycle to Work

21. Additional Definitions

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

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

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

Letter of Collection: method of payment to a cycle retailer.

Participating Employee: employees who have requested Products.

Products: bicycles and safety equipment offered by Us or Our partners.

22. Legislation

The Parties agree that the Cycle to Work Programme may be amended or withdrawn in the light of any legislative or HMRC policy changes.

23. Our obligations

We will configure and host the Cycle to Work Programme and provide a help desk for Employee enquiries. Within 5 working days of receipt of payment for Products for Accepted Orders, Letters of Collection will be sent to Participating Employees.

24. Client obligations

You will:

24.1. obtain Your own tax advice to ensure that Your Cycle to Work Programme is a qualifying salary sacrifice arrangement;

24.2. correctly process Participating Employee salary deductions, including income tax and national insurance;

24.3. comply with the Consumer Credit Act;

24.4. ensure that each Participating Employee's salary sacrifice is valid and amounts to a change of terms and

conditions of employment;

24.5. acknowledge that any documents provided by Us, including any employee salary sacrifice agreements or FAQs, are examples only and You shall satisfy Yourself as regards compliance with employment, Data Protection Laws and tax legislation and will tailor to suit Your and the Participating Employees' particular circumstances;

24.6. approve or reject requests from Participating Employees at the end of each Application Period;

24.7. offer Participating Employees the ability to choose a value of Product in £1 increments from £100 to £1000.

25. Ordering and collection

25.1. These terms shall be incorporated into each Accepted Order to the exclusion of all other conditions.

25.2. The Participating Employee is responsible for ordering and collecting the Product from a retail store identified by Us by presenting the Letter of Collection and personal identification and confirming the Product required.

25.3. You hereby authorise Us to release Products to Participating Employees.

25.4. The Parties agree that individual Participating Employees may only use the Letter of Collection for one transaction (although that transaction may involve more than one Product).

26. Quality and Liability

26.1. The Participating Employee is responsible for inspecting the Products for defects before acceptance ensuring they are satisfactory quality and fit for use.

26.2. You agree that if during the period of the manufacturer's warranty or any other time any defect occurs with the Product, We have no responsibility for repair, replacement, refund or making good any loss.

26.3. The total aggregate liability of either Party to the other shall not exceed the value of the Letters of Collection issued after the most recent Application Period.

26.4. Letters of Collection expire four months after issue. Expired Letters of Collection will not be replaced or refunded.

27. Payment

27.1. At the end of each Application Period We will invoice You for all Accepted Orders received and include details of Participating Employees and the values of their respective Letters of Collection.

27.2. You shall make payment within 10 working days of the date of Our invoice. Letters of Collection will be issued upon receipt of payment.

27.3. The value of a Product shall be its retail value at the date that a Participating Employee collects or orders.

27.4. A Participating Employee may choose to obtain a Product of a lower value than is stated on the Letter of Collection. In these circumstances, as required by HMRC guidelines, We will not provide any sum in change to the Participating Employee or You.

28. Risk and Title

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

Childcare Vouchers

29. Additional Definitions

Approval List: a list per payroll period of Employee Voucher

requests issued to You by Us.

Childcare Voucher Programme: enables Employees to obtain Vouchers to pay for Registered Childcare via salary sacrifice.
Data: payroll information and other data relating to Employees and Registered Childcarers.

Invoice Value: the face value of all Vouchers ordered.

Issue: the dispatch or credit of a voucher to an Employee.

Live Date: the date the Childcare Voucher Programme is first offered.

Management Fee: X % of the Invoice Value.

Online Voucher: electronic voucher issued by Us to an Employee's Voucher Account which remains on the Voucher Account until the Employee requests a payment to the Registered Childcarer or it expires.

Order: Client authorisation for Issue of Vouchers confirming acceptance of an Approval List.

Paper Voucher: a printed voucher issued and despatched by Us to the Participating Employee's home address to facilitate payment to Registered Childcarers for childcare services. Paper Vouchers can only be redeemed by Registered Childcarers who are Participating Carers and have been identified as beneficiaries by Employees when registering for the Programme.

Participating Carer: a Registered Childcarer.

Participating Employee: employees requesting vouchers.

Registered Childcare: childcare qualifying as "employer-provided care" under HMRC rules for salary sacrifice.

Registered Childcarer: a person or organisation within the meaning of s.318C of the Income Tax (Earnings and Pensions) Act 2003 providing Registered Childcare and whom Participating Employees wish to pay with vouchers.

Voucher Account: dedicated on-line personal account operated by Us enabling Employees to receive vouchers.

30. Legislation

The Parties agree that the Childcare Voucher Programme may be amended or withdrawn in the light of any legislative or HMRC policy changes.

31. Our Obligations

We will:

31.1. configure and host the Childcare Voucher Programme;

31.2. send You an Approval List;

31.3. issue vouchers on the agreed delivery date on completion of Orders subject to Your compliance with Your obligations (a request for vouchers by You shall not be treated as binding until We issue an Approval List and You confirm the Order);

31.4. redeem Paper Vouchers to Registered Carer bank accounts;

31.5. process Online Vouchers for payment to Registered Childcarers on Employee request;

31.6. maintain and service Voucher Accounts;

31.7. provide help desk support for You, Your Employees and Registered Childcarers;

31.8. have fulfilled Our obligations in respect of the relevant Vouchers by crediting accounts and issuing payments.

32. Client obligations

You will:

32.1. only offer participation in the Childcare Voucher

Programme to Employees in the United Kingdom for their direct benefit. Vouchers are not transferable and cannot be Issued to any Employee nominee;

32.2. provide Us with information as requested in order for Us to operate the Childcare Voucher Programme;

32.3. ensure that Participating Employees are registered with the Childcare Voucher Programme and relevant information relating to Participating Employees is made available to Us in advance of any Issue. Where We are not responsible for new Employee registrations, You must provide Us with this information 5 working days before an Approval List is issued using the Reward Gateway administration portal;

32.4. authorise Us to process Orders within 5 working days of the Approval List being submitted;

32.5. ensure final Orders are received 5 working days before the due date of Issue set by You;

32.6. pay for the vouchers before Issue. Where any vouchers are issued prior to payment, ownership remains with Us until payment received. You shall reimburse Us for any vouchers redeemed prior to payment;

32.7. be responsible for the completeness and accuracy of Orders and correctly processing Employee salary deductions including income tax and national insurance;

32.8. obtain Your own tax advice to ensure that Your Childcare Voucher Programme is a qualifying salary sacrifice arrangement, ensuring each Participating Employee's salary sacrifice is valid and amounts to a change of terms and conditions of employment;

32.9. accept that any documents provided by Us, including any employee salary sacrifice agreements or FAQs, are examples only and the You shall satisfy Yourself as regards compliance with employment laws, Data Protection Laws and tax legislation; and will tailor to suit Your and the Participating Employees' circumstances.

33. General

33.1. Vouchers have a unique reference number and are printed or credited to the Employee's Voucher Account in batches and expire 15 months from the date of Issue. Expired Vouchers will not be replaced or refunded.

33.2. Vouchers can only be used by the Participating Employee, or by Us on behalf of the Employee, to pay Participating Carers for Registered Childcare.

33.3. Any Registered Childcarer can apply to join the Childcare Voucher Programme by providing a valid regulatory certificate and such other documentation as may be required by us. Our review of registrations is limited to checking regulator records to ensure that the carer is registered. Membership of any carer in the Childcare Voucher Programme does not imply that We recommend the carer and We do not provide any warranty regarding the standard of childcare provided. You must inform Participating Employees it is their responsibility to select an appropriate and qualifying carer. We will not be liable for any acts or omissions of any Participating Carer.

33.4. Requests for changes to Orders or voucher delivery information must be made via a secure form through the Reward Gateway administration portal 5 working days before the scheduled Issue date.

34. Non-delivery and Cancellations

34.1. We will cancel any vouchers notified undelivered and will instruct the relevant Registered Childcarer not to accept

those Vouchers. We will issue replacement vouchers as soon as practical.

34.2. You can cancel or amend an Approval List at any time prior to confirming an Order.

34.3. You can cancel or amend an Order for any reason prior to Issue of Vouchers. Requests for cancellation or variation must be made via a secure form through the Reward Gateway administration portal.

34.4. Vouchers can be cancelled after Issue and credited to You where an Order has been submitted in error only to the extent that vouchers have not been redeemed.

34.5. No refund is permitted on redeemed vouchers.

34.6. Registered Carers must join the Childcare Voucher Programme prior to the Issue of vouchers. No vouchers shall be Issued to Registered Carers that have not joined. You acknowledge that affiliation to the Childcare Voucher Programme is a prerequisite for any payment to Participating Carers by Us and accordingly We shall have no liability to You or Employees in respect of failure to supply Vouchers as the result of a Registered Carer not being affiliated.

35. Fees and Payment

35.1 Payment for the Invoice Value and Management Fee must be received before the day of Issue.

35.2. Vouchers that are cancelled after Issue at Your request are subject to the full Management Fee.

Total Reward Statements

36. Additional Definitions

Delivery Date: as mutually agreed.

Management Fee: **state amount** per batch.

Payroll Data: Employee payroll data provided by You in order to produce the Total Reward Statements.

Production Fee: **state amount** the sum payable for printing and delivery.

Total Reward Service: the provision of Total Reward Statements to Employees.

Total Reward Statement: the completed file with all relevant total reward package data for all Employees. This will be in hard copy for each individual Employee or available on-line on the Reward Gateway platform, or both.

37. Our Obligations

We will:

37.1. agree the the Total Reward Statement format with You;

37.2. take a secure feed of Employee Payroll Data from You and process a Total Reward Statement for each Employee and host on a secure server;

37.3. merge Payroll Data into the Total Reward Statement;

37.4. ensure paper Total Reward Statements are produced at a secure print centre and sent secure delivery to one UK address for distribution by You;

37.5. have no responsibility for the content of the Total Reward Statement;

37.6. enable Employees to access their Total Reward Statement online if agreed with You.

38. Client Obligations

You will provide timely Employee Payroll Data in a form that allows Us to complete the Total Reward Statement within the agreed Delivery Date and distribute hard copy Total Reward Statements to Employees.

39. Fees and Payment

39.1. We will invoice You for the Management and Production Fees plus VAT within thirty days of the date of this agreement.

39.2. You will pay all valid invoices in full prior to production of any Total Reward Statements.

Reward & Recognition

40. Additional Definitions

Award(s): one or more of the Award Types.

Award Data: details of Recipients and other Personal Data sufficient to enable Us to process Awards.

Award Types: details

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

Disbursements: any external costs or production fees agreed between the Parties which are not a Management Fee or Award Value.

Launch Date: as mutually agreed.

Management Fee: state amount per annum and includes provision of software, design, maintenance and hosting charges, account management, help desk and support costs. Increases are capped at the greater of 5% or Retail Price Index (RPI) inflation per Contract Year.

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.

Voucher(s): shopping vouchers and reloadable cards as mutually agreed.

41. Our Obligations

We will:

41.1. provide access for Recipients to a webpage with Your branding hosted on the Reward Gateway platform explaining the award redemption process;

41.2. process and deliver Awards on receipt of Award Data;

41.3. enable functionality for a Recipient to choose Vouchers online and place an order. You accept that the selection of Vouchers may change and availability of any particular Voucher is not guaranteed;

41.4. upload the Award Data and credit the Recipient's Reward Gateway account with the Award Value within 2 working days of receipt;

41.5. send Awards by first class post;

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

41.7. provide You with a report of Vouchers chosen by Recipients, on request.

42. Client Obligations

You will:

42.1. provide Us with monthly Award Data;

42.2. advise Us of any changes which could affect the operation of the Reward and Recognition Service;

42.3. pay Us the Award Value that is credited to the Recipients' accounts. Where Vouchers are issued prior to payment, ownership remains with Us until payment received. You shall reimburse Us for any Vouchers redeemed prior to payment;

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

42.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition Programme is in accordance with relevant legislation and HMRC policy;

42.6. account for liability for tax and national insurance arising in connection with the Awards.

43. Fees and Payment

43.1. We will invoice You for the Management Fee plus VAT within 30 days of the date of this agreement and in subsequent years 30 days prior to the the Launch Date anniversary.

43.2. You will pay valid invoices for the Management Fee in full within 30 days of receipt of the invoice (the 'Due Date'). The provision of service will not commence until the first invoice is paid and may be withdrawn if invoices in future years are unpaid.

43.3. We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed frequency period. At the end of the period, we will collate the Awards claimed and apply the appropriate VAT treatment. Any remaining Award Value will be carried forward to the next period.

43.4. You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted for payment.

43.5. We will invoice You for any agreed Disbursements at the time You confirm the order.

43.6. You will pay the invoice for Disbursements in full within 30 days of receipt of the invoice.

43.7. We will issue a credit note to You for any Award Value no longer required.

43.8. On termination of this Agreement, We will refund You any remaining Award Value.

44. Vouchers available

A list of available Vouchers 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.

45. Disbursements

You accept that Disbursements are integral to the Reward and Recognition Services and agree to pay for these. Actual costs will be agreed with You when exact production specifications are confirmed.

E-Cards

46. 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 Value: nil

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

Launch Date: as mutually agreed

Management Fee: state amount per annum and includes provision of software, design, maintenance and hosting charges, account management and support costs. Increases are capped at the greater of 5% or Retail Price Index (RPI) inflation per Contract Year.

47. Our Obligations

We will:

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

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

47.3. report on E-Cards chosen by Recipients.

48. Client Obligations

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

49. Fees and Payment

49.1. We will invoice You for the Management Fee plus VAT within 30 days of the date of this agreement and in subsequent years within thirty days of the Launch Date anniversary.

49.2. You will pay valid invoices for the Management Fee within 30 days of receipt. The provision of service will not commence until the first invoice is paid and may be withdrawn if invoices in future years are unpaid.

Holiday Trading

50. Additional Definitions

Approval List: a list per election period of Employee holiday trade requests.

Holiday Trading platform: the election system integrated within the Reward Gateway platform that enables Employees to trade holiday.

Launch Date: as mutually agreed.

Management Fee: state amount per annum and includes provision of software, design, maintenance and hosting charges, account management and support costs. Increases are capped at the greater of 5% or Retail Price Index (RPI) inflation per Contract Year.

51. Our obligations

We will:

51.1. configure and host the Holiday Trading platform;

51.2. send you an Approval List;

51.3. provide help desk support for You and Your Employees.

52. Client obligations

You will:

52.1. provide Us with information, rules and approvals as requested in order for Us to operate Holiday Trading elections;

52.2. be responsible for processing Employee salary adjustments including income tax and national insurance, ensuring each Employee's request is valid and changes to terms and conditions of employment are dealt with.

53. Fees and Payment

53.1. We will invoice You for the Management Fee plus VAT within 30 days of the date of this agreement and in subsequent years within thirty days of the Launch Date anniversary.

49.2. You will pay valid invoices for the Management Fee within 30 days of receipt. The provision of service will not commence until the first invoice is paid and may be withdrawn if invoices in future years are unpaid.

SmartTech™

54. Additional Definitions

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

Application Period: period over which any of Your employees may elect to participate in the SmartTech™ Programme.

SmartTech™ Programme: Programme enabling Your employees to purchase an eGift card from Reward Gateway.

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

Participating Employee: Your employees who have requested Products.

Products: Products offered by Reward Gateway or any participating partner.

55. Our obligations

Reward Gateway will configure and host the SmartTech™ Programme and provide a help desk for Participating Employee enquiries.

56. Client obligations

You agree to:

56.1. Correctly process all Participating Employee salary deductions, including but not limited to income tax and national insurance.

56.2. Ensure that each Participating Employee salary deduction is valid and accurate.

56.3. Acknowledge that any documents provided by Reward Gateway, including but not limited to template contractual terms for suggested use with Your Participating Employees or FAQs, are examples only and You shall satisfy yourself as regards compliance with all laws and regulations including employment law, Data Protection Laws and tax legislation.

56.4. Pre-approve or reject requests from Participating Employees.

56.5. Upload/refresh correct Participating Employee data at least once a month.

56.6. Offer Participating Employees the ability to choose a value of Product in £1 increments from £10 up to an amount chosen by You which can be no more than £10,000.

56.7. Put in place appropriate contractual documentation binding Participating Employees purchasing eGift cards under the SmartTech™ Programme on such terms as We may suggest but accepting that We accept no liability howsoever arising in respect of the use by You of such terms.

57. Ordering and collection

57.1. These terms and conditions shall be incorporated into each Accepted Order to the exclusion of all other terms and conditions.

57.2. The Participating Employee is responsible for ordering and collecting the Product from a retail store identified by Reward Gateway by presenting the eGift Card and confirming the Product required.

57.3. You hereby authorise Reward Gateway to release the eGift Card to Participating Employees.

58. Quality and Liability

58.1. The Participating Employee is responsible for inspecting the Products for defects before acceptance, ensuring they are of satisfactory quality and fit for purpose and using them

safely and in accordance with manufacturer's instructions.

58.2. Reward Gateway does not give any warranties or accept any liability for any Products purchased.

58.3. You agree that if during the period of the manufacturer's warranty or at any other time any defect occurs with the Product, Reward Gateway has no responsibility for repair, replacement, refund or otherwise making good any loss. Nor does Reward Gateway accept liability for non-delivery, loss of, damage to and/or theft of the Products.

58.4. The total aggregate liability of either You to Us or Us to You shall not exceed the value of the eGift Card issued after the most recent Application Period. Nothing in these terms and conditions shall limit any liability that cannot be limited or excluded under law.

58.5. The eGift Card expires 24 months after issue. Expired eGift Cards will not be replaced or refunded.

58.6. Refunds are only valid for up to 14 days after purchase, unless the participating employee has viewed the eGift Card. If this happens then no refund can be provided to the employee.

59. Payment

59.1. On a weekly or monthly date decided by You, Reward Gateway will invoice You for all Accepted Orders received including details of Participating Employees and the values of their respective eGift cards and You agree to pay all sums invoiced.

59.2. Payment will be set up by Direct Debit and eGift cards will be issued instantly after each application has been submitted.

59.3. The value of a Product shall be its retail value at the date that a Participating Employee collects or orders the Product.

SmartFit™

60. Additional Definitions

Accepted Orders: requests from participating employees for products pre-approved by you.

Application Period: period over which any of your employees may elect to participate in the SmartFit™ Programme.

SmartFit™ Programme: Programme enabling your employees to purchase a physical activity provision from Reward Gateway.

Participating Employee: Your employees who have requested Products.

Products: Products offered by Reward Gateway or any participating partner.

61. Our obligations

Reward Gateway will configure and host the SmartFit™ Platform and provide a help desk for Participating Employee enquiries.

62. Client obligations

You agree to:

62.1. Correctly process all participating employee net payroll deductions, including but not limited to income tax and national insurance.

62.2. Ensure that each participating employee's payroll deduction is valid and accurate.

62.3. Acknowledge that any documents provided by Reward Gateway, including but not limited to template contractual terms for suggested use with your participating employees or FAQs, are examples only and you shall satisfy yourself as regards compliance with all laws and regulations including employment law, Data Protection Laws and tax legislation.

62.4. Pre-approve or reject requests from participating employees.

62.5. Upload/refresh correct participating employee data at least once a month.

62.6. Offer participating employees the ability to choose a value of product in £1 increments from £10 up to an amount chosen by you which can be no more than £10,000.

62.7. Put in place appropriate contractual documentation binding participating employees purchasing products, services and/or memberships under the SmartFit™ Programme on such terms as we may suggest but accepting that we accept no liability howsoever arising in respect of the use by you of such terms.

63. Ordering and fulfilment of order

63.1. These terms and conditions shall be incorporated into each accepted order to the exclusion of all other terms and conditions.

63.2. The participating employee is responsible for ordering and activating their chosen physical activity provision as instructed in the purchasing procedure.

63.3. You hereby authorise Reward Gateway to release the physical activity provision to participating employees.

64. Quality and Liability

64.1. The participating employee is responsible for inspecting any physical products for defects before acceptance, ensuring they are of satisfactory quality and fit for purpose and using them safely and in accordance with manufacturer's instructions.

64.2. Reward Gateway does not give any warranties or accept any liability for any Products purchased.

64.3. You agree that if during the period of the manufacturer's warranty or at any other time any defect occurs with the Product, Reward Gateway has no responsibility for repair, replacement, refund or otherwise making good any loss. Nor does Reward Gateway accept liability for non-delivery, loss of, damage to and/or theft of the Products.

64.4. The total aggregate liability of either you to us or us to you shall not exceed the value of the provision after the most recent application Period. Nothing in these terms and conditions shall limit any liability that cannot be limited or excluded under law.

64.5. Memberships purchased are for a 12 month duration and cannot be cancelled mid agreement.

65.6. Refunds are only valid for upto 14 days after purchase, unless the participating employee has viewed the eGift Card. If this happens then no refund can be provided to the employee.

65.7. Reward Gateway does not accept any liability for any reduction in service from participating providers and has no responsibility for maintenance of equipment or facilities in participating providers.

66. Payment

66.1. On a weekly or monthly date decided by you, Reward Gateway will invoice you for all accepted orders received including details of participating employees and the values of their chosen physical activity provision.

66.2. Payment will be set up by direct debit and notification of provision will be issued to each employee instantly after each application has been submitted dictating length of time to activation of membership, service or delivery of products.

62.8 The value of the provision shall be its retail value at the date that a participating employee orders their physical activity provision.

Other Services

65. Employee Assistance Programme

66. Client paid Healthcare Cash Plans

These services are described in separate schedules based Your specific circumstances.