

Introduction

- A. The customer agreeing to these terms (the “**Customer**”) and Reward Gateway (UK) Limited, (“**Reward Gateway**”) have entered into one or more Reward Gateway 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 Customer and the Customer may use at its option.
2. “**Affiliate**” means any entity controlling, controlled by, or under common control with a party, where “control” is defined as:
 - a. the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity;
 - b. the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or
 - c. the power to exercise a controlling influence over the management or policies of the entity.
3. “**Annual Fee**” has the meaning given to it in clause 2 of the Terms & Conditions of the Reward Gateway Agreement.
4. “**Commencement Date**” means the date on which the Agreement is signed by both parties.
5. “**Customer Personal Data**” means any Personal Data which is provided by or on behalf of the Customer to Reward Gateway and processed from time to time by Reward Gateway in connection with the Services.
6. “**Data Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data on systems managed by or otherwise controlled by a party. “Data Incidents” will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
7. “**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 GDPR (and any laws implementing it), as amended or replaced from time to time and to the extent applicable to a party.
8. “**EEA**” means the European Economic Area.
9. “**End Users**” means the Customer’s employees and contractors.
10. “**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
11. “**Internal Policies**” means Reward Gateway’s written policies relating to the security of Customer 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 Customer on the Order Form 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 Customer in connection with the Services.
17. “**Programme**” means the primary programme managed for/by the Customer within a single instance of the Reward Gateway administration portal.
18. “**Reward Gateway Agreement**” means one or more Order Form(s) specifying that Reward Gateway will provide the Reward Gateway Services under a Master Agreement, combined with a set of Terms & Conditions; or any other agreement under which Reward Gateway agrees to provide the Reward Gateway Services to the Customer.
19. “**Reward Gateway Services**” means those services as described in the Reward Gateway Services Summary and irrespective of the Reward Gateway edition comprising such services.
20. “**Reward Gateway Services Summary**” means the then-current description of the Reward Gateway Services, as set out at <http://rg.co/agreements> (as may be updated by Reward Gateway from time to time in accordance with the Reward Gateway Agreement).
21. “**Reward Gateway’s Third Party Auditor**” means a Reward Gateway appointed, independent, third party auditor.
22. “**Security Documentation**” means all documents and information made available by Reward Gateway under clause 2.10(f).
23. “**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>.
24. “**Services**” means one or more of the Reward Gateway Services provided to the Customer.
25. “**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 Customer Personal Data in order to provide parts of the Services and related technical support when Reward Gateway is acting as a Data Processor.

26. **“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.
27. The terms Controller, Processor, Data Subject, personal data 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 the Personal Data. Without prejudice to the foregoing, the parties envisage that:
 - a. the Customer will be the Controller of all Personal Data which it processes pursuant to an Agreement. When Reward Gateway processes Customer Personal Data prior to an End User creating an account and agreeing to the Member Terms & Conditions on the Programme, it will do so in the capacity of the Customer’s Processor. Further details of Reward Gateway’s processing of the Customer Personal Data as a Processor, 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; and
 - b. from the point at which an End User creates an account and agrees to the Member Terms & Conditions on the Programme, Reward Gateway shall process Customer Personal Data and any other Personal Data relating to that End User in the capacity of a Controller.
3. To the extent that they process Personal Data as a Controller, each party warrants to the other that it shall, when processing the Personal Data, at all times comply with its obligations under applicable Data Protection Laws.
4. When End Users register to use Reward Gateway’s Programme, Reward Gateway shall provide End Users with a privacy notice informing them about how their Personal Data will be used by Reward Gateway pursuant to their registration with and use of the Programme and shall obtain any consents which Reward Gateway is required under Data Protection Laws to obtain in order to use End Users’ Personal Data pursuant to their registration with and use of the

Programme.

5. Both parties shall:
 - a. implement and maintain appropriate technical and organisational measures to protect Customer 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 Customer 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; and
 - b. notify the other party promptly and without undue delay if at any time it becomes aware of a Data Incident relating to its own systems and promptly take reasonable steps to minimise harm and secure Customer Personal Data. This notification shall include, to the extent possible, providing details of the Data Incident including steps taken to mitigate the potential risks and steps the notifying party would recommend that the other party takes to address the Data Incident. Reward Gateway shall deliver any notifications of Data Incidents to the Notification Email Address and, at Reward Gateway’s discretion, by direct communication (for example, by phone call or an in-house meeting). The Customer 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 2.5(b) shall not be construed as an acknowledgement by Reward Gateway of any fault or liability in respect of the Data Incident. The Customer shall deliver any notifications of Data Incidents by email to privacy-alerts@rewardgateway.net or by email or phone call to the Customer’s current Reward Gateway account manager. Reward Gateway shall not assess the contents of Customer Personal Data in order to identify information subject to any specific legal requirements. Where Reward Gateway processes Personal Data in the capacity of the Customer’s Processor, it is the Customer’s sole responsibility to comply with all Data Protection Laws in relation to the Data Incident including, but not limited to, incident notification laws applicable to the Customer and fulfilment of any third party notification obligations relating to any Data Incident(s).
6. Reward Gateway shall:
 - a. maintain the ISO27001 Certification and conduct Penetration Tests every six months to help ensure the continued effectiveness of the Security Measures;
 - b. 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;
- c. make the Additional Security Controls available to:
 - i. allow the Customer to take steps to secure Customer Personal Data; and
 - ii. provide the Customer with information about securing, accessing and using Customer Personal Data; and
 - d. in a manner consistent with the functionality of the Services, enable the Customer to access, rectify and restrict processing of Customer Personal Data, including the deletion functionality provided by Reward Gateway and described in clause 2.10(d).
7. The Customer shall:
- a. notwithstanding the generality of clause 2.3, ensure that its collection and provision of Personal Data to Reward Gateway complies with Data Protection Laws and provide all privacy notices to and obtain any consents from End Users, which are required to be provided and obtained to ensure that its provision of Personal Data to Reward Gateway and Reward Gateway's use of such Personal Data is in accordance with this Addendum and the Agreement complies with Data Protection Laws;
 - b. ensure that Reward Gateway's use of the Customer Personal Data in accordance with this Addendum and the Agreement shall not put Reward Gateway in breach of any Data Protection Laws;
 - c. not do or omit to do anything which places Reward Gateway in breach of any Data Protection Laws;
 - d. at all times be responsible for the integrity, quality and legality of the Personal Data provided by the Customer to Reward Gateway (or on its behalf). Reward Gateway is under no duty to investigate the completeness, accuracy or sufficiency of the Personal Data provided to it by (or on behalf of) the Customer;
 - e. 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. Reward Gateway has no obligation to protect Personal Data that the Customer elects to store or transfer outside of Reward Gateway's or its Sub-Processors' systems (for example, offline or on-premise storage) or to protect Personal Data by implementing or maintaining Additional Security Controls except to the extent the Customer has opted to use them;
 - f. ensure the account authentication credentials, systems and devices the Customer uses to access the Services are secure;
 - g. at all times be responsible for backing up the Customer Personal Data;
 - h. 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 2.6 will meet the Customer's needs, including with respect to any security obligations of the Customer under Data Protection Laws; and
 - i. as the GDPR requires 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, of such Processor's or Controller's local representative and data protection officer) and to make such information available to the supervisory authorities, on request, provide any information requested by Reward Gateway in accordance with such regulatory and similar demands, and will ensure that all information provided is kept accurate and up-to-date.
8. The Customer shall deal with any requests that the Customer or Reward Gateway receives from Data Subjects to exercise their rights under Data Protection Laws that relate to the Personal Data, in accordance with Data Protection Laws. Reward Gateway shall provide any reasonable assistance to the Customer that is necessary to enable the Customer to respond to a request from a Data Subject which relates to the Personal Data in accordance with Data Protection Laws including, but not limited to, notifying the Customer and providing a copy of any requests it receives from Data Subjects exercising their rights under Data Protection Laws.
9. Each party shall deal with any requests or communications received from a supervisory authority which are addressed to them and which relate to the Personal Data 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.
10. Where Reward Gateway processes Personal Data in the capacity of the Customer's Processor, it shall:
- a. only process the Personal Data as permitted by this Addendum, the Agreement and in accordance with the Customer's written instructions, unless otherwise required by law, in which case, Reward Gateway shall (to the extent permitted by law) inform the Customer of that legal requirement before carrying out the processing. The Customer hereby instructs Reward Gateway to process the Personal Data:
 - i. to provide the Services and related technical support;
 - ii. as further specified through the Customer'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 Customer and acknowledged by Reward Gateway as constituting instructions for the purposes of this Addendum;
- b. not transfer any Personal Data to, or access or allow access to it from, outside the EEA without the implementation of such measures and the conclusion of all necessary documents as are required to enable the Customer to comply with Data Protection Laws in relation to such transfer;
- c. taking into account the nature of the processing and the information available to it, upon the Customer's written request (and at Reward Gateway's reasonable cost), provide reasonable assistance to assist the Customer in complying with its obligations under Articles 32 – 36 (Security, Breach Notifications, Data Protection Impact Assessments, Prior Consultation) of the GDPR or equivalent provisions under Data Protection Laws by way of:
 - i. implementing and maintaining the Security Measures;
 - ii. making the Additional Security Controls available to the Customer;
 - iii. complying with clause 2.5(b);
 - iv. providing the Customer with the Security Documentation and the information contained in the applicable Agreement including this Addendum; and
 - v. providing reasonable assistance to the Customer 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 Customer Personal Data, provided that the Customer is required to carry out such Data Protection Impact Assessments and/or consultation with a supervisory authority by Data Protection Laws and the Customer is unable to complete such Data Protection Impact Assessments and/or consultation without the Customer's reasonable assistance;
- d. enable the Customer and End Users to delete the Customer Personal Data during the applicable Term in a manner consistent with the functionality of the Services. If the Customer or an End User uses the Services to delete any Customer Personal Data during the applicable Term and the Customer Personal Data cannot be recovered by the Customer or the End User (such as from the "archive"), this use will constitute an instruction to Reward Gateway to delete the relevant Customer Personal Data from Reward Gateway's systems in accordance with clause 2.10(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 to retain the Customer Personal Data in order to comply with applicable laws (or it retains it in its capacity of a Controller) in which case it shall be permitted to retain it for such period necessary to comply with such applicable legal requirement or regulatory action. Reward Gateway shall not be liable for any delay or failure to provide the Services resulting from any such deletion of Customer Personal Data;
- e. upon expiration or termination of the provision of the Services, erase all Customer 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 to retain the Customer Personal Data in order to comply with applicable laws (or it retains it in its capacity of a Controller) in which case it shall be permitted to retain it for such period necessary to comply with such applicable legal requirement or regulatory action. The Customer acknowledges and agrees that it will be responsible for exporting any Customer Personal Data it wishes to retain, before the applicable Term expires;
- f. upon the Customer's written request make available to the Customer for review the following documents and information to verify that Reward Gateway is in compliance with its obligations under this Addendum:
 - i. a summary of the outcome of audits conducted by Reward Gateway's Third Party Auditors in the last 12 months;
 - ii. the certificates issued in relation to the ISO27001 Certification;
 - iii. the then-current Penetration Test Report; and
 - iv. the then-current and applicable Internal Policies related to the Agreement;
- g. permit the Customer (either itself or through third party auditors appointed by the Customer) to audit Reward Gateway's systems which are used to process the Personal Data, to the extent necessary to assess Reward Gateway's compliance with this clause 2.10 and reasonably contribute to such audits. The Customer's right to audit under this clause 2.10(g) and to request to review the Penetration Test Report under clause 2.10(f) is subject to the following conditions:
 - i. the Customer must send any requests for reviews of the Penetration Test Report under clause 2.10(f) or audits under this clause 2.10(g), 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. Reward Gateway may charge a fee (based on its reasonable costs) for any review of the Penetration Test Report or audit and it will provide the Customer with further details of any applicable fee, and the basis of its calculation, in advance of any such review or audit;
 - iv. the Customer shall be responsible for any fees charged by any auditor appointed by the Customer to execute any such audit;
 - v. Reward Gateway may object in writing to an auditor appointed by the Customer if the auditor is, in Reward Gateway's reasonable opinion, not suitably qualified or independent, a competitor of Reward Gateway or otherwise manifestly unsuitable. Any such objection by Reward Gateway will require the Customer to appoint another auditor or conduct the audit itself; and
 - vi. the Customer may only exercise its right to audit under this clause 2.10(g) once during each year of the Agreement; and
 - h. ensure that access to the Customer Personal Data is limited to those of its employees who need access in order to meet Reward Gateway's obligations under the Agreement (the "Authorised Personnel") and that all Authorised Personnel are bound by appropriate confidentiality obligations when accessing it.
11. Where Reward Gateway processes Personal Data in the capacity of the Customer's Processor, the Customer 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 Article 28(3) of the GDPR, as described in this Addendum, are imposed in a 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-Processor and Affiliate. 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 Customer at least 30 days before the new sub-processor processes any Customer 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 Customer may object to such changes within 30 days of receiving notice of such changes by terminating the Agreement immediately upon written notice. This termination right is the Customer's sole and exclusive remedy if the Customer objects to any new sub-processor.
12. If at any time, in Reward Gateway's opinion, it needs to amend this Addendum in order to comply with its obligations under Data Protection Laws, the Customer

agrees to enter into a written variation of this Addendum to make the amendments which in Reward Gateway's opinion are required.

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 Customer'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 Customer, or its employees or sub-contractors.
3. Subject to clause 3.1 and clause 3.4, the total liability of Reward Gateway to the Customer 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 Customer 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 Customer or its employees or sub-contractors 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 clause 13 of the Terms & Conditions of the Reward Gateway 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 2.12 of this Addendum, no variation or amendment of this Addendum shall be binding unless made in writing and signed by or on the behalf of each of the parties.

The Customer may not assign or transfer any of its rights and/or obligations under this Addendum without the prior written consent of Reward Gateway. Reward Gateway may assign its rights and/or obligations under this Addendum at its sole discretion.

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 Technical Architect

Date:

For and on behalf of the Customer:

Signed:

By:

Title:

Date:

Appendix 1: Subject Matter and Details of the Data Processing

Subject Matter	Reward Gateway's provision of the Services and related technical support to Customer.
Duration of the Processing	The applicable Term plus the period from the expiry of such Term until the deletion of all Customer Personal Data by Reward Gateway in accordance with the Addendum.
Nature and Purpose of the Processing	Reward Gateway will process Customer Personal Data submitted, stored, sent or received by the Customer or its Affiliates via the Services for the purposes of providing the Services and related technical support to the Customer in accordance with the Addendum and applicable Agreement.
Categories of Personal Data	Customer Personal Data submitted, stored, sent or received by the Customer or its Affiliates via the Services may include the following categories of Personal Data: user IDs, email, payroll information, and other data.
Data Subjects	Customer Personal Data submitted, stored, sent or received via the Services may concern the following categories of Data Subjects: <ul style="list-style-type: none">- End Users including Customer's employees and contractors; and- the personnel of Customer's customers, suppliers and subcontractors.