

1. Parties

Our terms and conditions will govern all agreements entered into between the Client (“You”, “Your”) and Reward Gateway (“We”, “Us”, “Our”) (together the “Parties”) for the provision of Services. Clauses 1 to 20 inclusive will remain in force at all times.

2. Definitions

Reward Gateway (US) Inc.: employee engagement company operating the Reward Gateway platform and registered at 141 Tremont St. 8th Floor, Boston, MA 02111, United States.

Client: *state name and address of principal office*

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

Agreement: means the new client agreement entered into by Client and Reward Gateway for services, plus these terms and conditions which are by reference incorporated therein.

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 beginning with Service Effective Date or Renewal Date.

Data Subject: the individual to whom the Personal Information relates.

Launch Date: The date of commencement of the Minimum Term as specified by Us in writing.

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

Personal Information: has the meaning set out in section 6 of the Privacy Policy.

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

Retail Partners: businesses whose goods, services, and vouchers, appear on the Reward Gateway platform.

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

Services: as described in Clause 3 and, where applicable, Reward and Recognition and E-Cards.

Service Effective Date: The day which your employee engagement platform has been implemented and deployed.

Setup Fee: *state amount* one-off program implementation fee.

Working Day: Monday through Friday, excluding Federal holidays.

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 for Reward Gateway platform;

3.1.2. Management information portal;

3.1.3. Relationship 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, color palette and “benefit brand title” customization;

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 by You 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. Our help desk will be available 24/7/364 (closed Christmas Day). 90% of help desk calls will be answered within 30 seconds.

4.1.2. Our client support team will be available 24 hours per day Monday through Friday and can be contacted by phone or email. They will respond to your question or issue within 15 minutes.

4.1.3. 99% of Retail Partner instant vouchers will be available to the users within sixty seconds of payment card approval. This SLA applies 24 hours a day, every day.

4.1.4. 99% of Retail Partner physical gift cards ordered by 11am Monday to Friday (excluding Federal holidays) will be dispatched same day.

4.1.5. 99.5% 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.

4.1.6. Our commitment to ISO 27001 demonstrates how important data security is to us. We will conduct a minimum of two third-party penetration tests with a suitably qualified third party in each 12 month period. More information on our security policies & procedures can be found [on our dedicated page](#).

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, cooperate 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, obtain all necessary licenses, permissions and consents which may be required before the Launch Date and maintain them during the term of this Agreement.

6. Fees and Payment

6.1. We will invoice You the Setup Fee when You sign the Agreement. You will pay Us within 30 days of Our invoice date.

6.2. The day on which your employee engagement platform solution has been implemented and deployed will be your “Service Effective Date”, and this is the date from which your Minimum Term begins. Billing shall begin on your Service Effective Date. We will then invoice You for your first payment. Your first year’s fees shall be billed on the Service Effective Date.

6.3 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.

6.4 All sales and other applicable taxes required to be charged and collected by Us will be added to your invoice.

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 by notice to Reward Gateway between thirty and sixty days prior to the expiry of the Minimum Term or Renewal Term, as applicable.

8. Intellectual Property

You grant Us a perpetual, 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. Privacy and Data Protection

10.1. To the extent that We collect any Personal Information in connection with the provision of the Services, such information shall be collected, stored, used and disclosed by Us in accordance with our Privacy Policy and any relevant state, local or federal laws.

10.2. We will maintain during the term of the Agreement commercially reasonable anti-virus protection measures.

10.3. You warrant that You will comply with all of your obligations under the Privacy Policy which arise in connection with this Agreement and any other applicable data protection legislation. Further, you warrant that you will make such disclosures to, and obtain such consents from, the owner of any Personal Information disclosed to us so that our collection, storage, use and disclosure of that Personal Information in accordance with the provision of the Services under this Agreement and our Privacy Policy will not breach the applicable state, local or Federal laws.

10.5. We shall notify You within five (5) Working Days if We receive a request from a Data Subject for access to that person's Personal Information. We shall provide You with reasonable cooperation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Information. We shall not disclose the Personal Information to any Data Subject or to a third party other than at the request of You.

10.6. We shall permit You or Your external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Our data processing activities.

10.7. On the termination of the Agreement, We shall, at Your option, return all the Personal Information transferred and the copies thereof to You or shall destroy all the Personal Information, unless legislation imposed upon Us prevents Us from returning or destroying all or part of the Personal Information transferred.

10.8. We will notify You of any potential or actual losses of the Personal Information as soon as reasonably possible and, in any event, within three (3) Working Days of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with applicable local, state or Federal laws.. We agree to provide reasonable assistance as necessary to You to facilitate the handling of any data security breach in a compliant manner.

11. Liability

We limit, to the extent allowed by the law, our overall liability to you at three times the SmartHub™ Annual Fee. 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 which exceeds three times the value of the Annual Fee.

11.3. cashback and card balances that remain unclaimed 60 days after employee has left Your employment and any other unclaimed amounts beyond two years.

11.4. Nothing in this Agreement limits or excludes liability which cannot be limited or excluded by local, state, or Federal law.

12. Termination

12.1. We may terminate the Agreement on 30 days' written notice to you if any sum you owe to us is not paid on time.

12.2. Either Party may terminate the Agreement immediately if the other Party commits a breach of the Agreement and fails to remedy that breach within 30 days of receiving written notice of the breach from the Party not in breach.

12.3. You may terminate the Agreement within 30 days after receipt of a Variation Notice (as that term is defined in clause 18).

12.4. 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.

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

13. Force Majeure

13.1. In this Clause, Force Majeure means 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 amendment will be in writing (signed by the Party giving it and served by certified 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 and the remaining provisions shall remain in full force and effect.

16. Partnership, Agency and rights of third parties

Nothing in the Agreement is intended to create a relationship of employment, agency or partnership between the Parties, and neither Party will have authority to act in the name of the other. Any person or organization that is not a party to this Agreement shall not have rights in connection with it.

17. Variation

The terms of the Agreement may be varied by written Agreement, signed by both parties.

18. Dispute Resolution

If any dispute arises in connection with the Agreement, the Parties will meet within 10 days to resolve it.

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

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