

1. Parties

These terms and conditions will govern the Agreement entered into between the Client (“You”, “Your”) and Reward Gateway Pty Ltd ACN 141 363 564 (“We”, “Us”, “Our”) (together the “Parties”) for the provision of Services. Together these terms and conditions and the Client Agreement represent the entire and only agreement between You and Us.

2. Definitions

Annual Fee: as described in the Client Agreement.

Contract Date: the date that the Client Agreement is executed by the last Party to sign.

Confidential Information: all information relating to a Party's business products and services (including operations, plans, market opportunities, customers, suppliers, know-how (including designs, processes of production and technology), trade secrets and software) and/or any Personal Data disclosed to the other Party (whether by or on the behalf of the other Party) whether in writing, orally or by any other medium.

Contract Year: the period of twelve months beginning on the Service Start Date and each subsequent period of twelve months thereafter beginning on each anniversary of the Service Start Date.

Data Protection Laws means: (i) the privacy, security, and data protection laws, rules, and regulations of any jurisdiction which apply to the collection, storage, use or disclosure of Personal Data in connection with this Agreement; and (ii) the applicable privacy policies of either party as well as policies and guidelines applicable to any of the foregoing provided by one party to the other in written form from time to time.

Employees: means Your employees or members who are granted access to the Portal and the Services pursuant to this Agreement.

Employee Terms: means the agreement entered into between Us and the Employees which sets out the terms and conditions upon which We permit Employees to access and use the Portal and the Services.

Force Majeure: in relation to either Party, any circumstance beyond the reasonable control of that Party including any act of God, war, riot, explosion, abnormal, unusual or extreme weather conditions, loss of utilities, fire, flood, failure or breakdown of

telecommunications systems or network infrastructure, malicious network attacks, strike, lock out or industrial dispute, fuel shortages and/or governmental or regulatory authority action.

Implementation Fee: as described in the Client Agreement.

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

Minimum Term: the period described in the Client Agreement, commencing on the Service Start Date.

Personal Data: any personal data or information relating to an identified or identifiable person (as defined in a Data Protection Law) and includes Personal Data that is processed from time to time by Us or You in connection with the provision or use of the Services. For the purposes of Data Protection Laws as they apply in Australia, Personal Data includes information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information is true or not and whether the information or opinion is recorded in material form or not.

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

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

Renewal Term: as defined in Clause 8.

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

Reward Gateway Pty Ltd: employee engagement company operating the Reward Gateway employee engagement platform (the “Portal”) and registered at Suite 13.01, Level 13, Australia Square Plaza, 95 Pitt Street, Sydney 2000 Australia

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

Service Start Date: the earlier of (i) the Launch Date and (ii) the date falling three months after the Contract Date.

Working Day: Monday to Friday, save for any day which is a public holiday in New South Wales.

3. Our Obligations

- 3.1. Subject to Clause 3.2, we will provide the Services with reasonable skill and care and in accordance with this agreement and applicable laws and regulations.

3.2. You acknowledge that receipt of any Services provided by Retail Partners may be subject to You and/or the Employee accepting the Retail Partner's terms. We shall not be liable for any breach of such terms by the Retail Partner or for any failure or delay to provide the Services due to Your or Your Employees' failure to accept the Retail Partner's terms.

3.3. We shall also:

3.3.1. appoint to You a Client Success Manager and Implementation Manager, who may change from time to time unless You have chosen to design (or procure a third party to create on Your behalf) Your own Portal brand in accordance with Clause 5.2, design an initial Portal brand for Your Portal following a brief from You, with up to two rounds of revisions reasonably requested by You if required;

3.3.2. use the Portal brand (either created by Us, You or a third party procured by You) to configure the Portal, including tile design and placements, menu creation, page creation, page linking and segmentation, subject to a maximum of three segmentation groups being configured. Future segmentation revisions (as required) can be created by You after the initial launch but any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed by the Parties;

3.3.3. design electronic communication materials to support Your Portal (the "Communication Materials"); and

3.3.4. provide You with access to the self-service Integrations Dashboard.

3.3.5. We shall also provide Client and Employee Support through our help desk in accordance with the service levels detailed in Clause 4 of this agreement.

3.4. This agreement sets out the full extent of Our obligations and liabilities in respect of the design, development, testing, delivery and provision of the Services and the Portal. All conditions, warranties or other terms concerning the same which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

4. Our Service Levels

4.1. We will comply with the following service levels:

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

4.1.2. 99.5% Portal availability measured across any rolling twelve month period excluding scheduled maintenance and emergency preventative maintenance.

4.1.3. 99% of Retail Partner Instant Vouchers will be available in the Employee's account within sixty seconds of payment card approval.

4.1.4. Where a request is made for cashback to be withdrawn into a bank account, 95% of withdrawals of confirmed cashback will be transferred within three Working Days.

4.1.5. 100% immediate conversion where cashback is used towards purchase of Our Retail Partners vouchers and cards.

5. Client Obligations

5.1. You will:

5.1.1. not promote the Services or permit access to the Portal to any party other than Your Employees unless otherwise agreed in writing by Us;

5.1.2. not charge any party for access to the Portal or use of the Services;

5.1.3. not use or attempt to use the Services or the Portal for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach

- of any intellectual property rights belonging to any third party;
- 5.1.4. not use or attempt to use the Services or the Portal in any way which disrupts, restricts or interferes with the provision of the Services or the Portal by Us and/or its availability to and use by other users authorised by Us;
 - 5.1.5. not access or attempt to access any part of the Portal or Services which You are not authorised to access;
 - 5.1.6. not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Services or the Portal save as permitted by this Agreement;
 - 5.1.7. not remove, alter or obscure any proprietary notice of Reward Gateway or its affiliates, partners, suppliers or the licensors, including any notice of copyright or trade mark, advertisements, or other notices displayed in connection with the Portal, Services or Integrations Dashboard from time to time;
 - 5.1.8. provide Us with all reasonable assistance in communicating the Services to Your Employees;
 - 5.1.9. cooperate with Us in all matters relating to the Services, including providing Us with such information and materials as We reasonably require to supply the Services and ensuring that such information is complete and accurate in all material respects including, but not limited to, the Employee data uploaded through the self-service Integrations Dashboard;
 - 5.1.10. set up integration to the Portal from Your corporate portal or identity provider (IDP) using the Integrations Dashboard, in order to configure Employees' access to the Portal and Services;
 - 5.1.11. maintain all necessary licences, permissions and consents which may be required in connection with the provision of the Services and/or the Portal;
 - 5.1.12. use commercially reasonable efforts to ensure that the Employees will, maintain in strict confidence at all times any user names, access codes or other authorisations which may be provided or allocated by Us and/or via the Service from time to time together with any associated passwords and shall not disclose the same to any other person. Where You are responsible for setting the passwords You shall ensure that such passwords are sufficiently robust in accordance with generally accepted password security recommendations in the IT industry; and
 - 5.1.13. take commercially reasonable measures to ensure that Employees agree to and comply with (i) the Employee Terms and (ii) where Employees are using any services provided by Retail Partners and to the extent necessary, the Retail Partners terms.
- 5.2. If You notify Us that You have decided to create (or procure a third party to create) Your Portal brand, then You must send the Portal brand (including at least the brand logo, corporate logo and unique domain name) to Us within three weeks of Your first implementation meeting with Us. The Portal brand must meet our reasonable requirements notified to You from time to time.
 - 5.3. You are responsible for the printing, production and distribution of the Communication Materials.
- ## 6. Fees and Payments
- 6.1. We will invoice You the Implementation Fee at any time from the Contract Date and the first Annual Fee at any time from the Service Start Date.
 - 6.2. We will invoice You one month prior to the end of each Contract Year for the Annual Fee in respect of the subsequent Contract Year. For each Renewal Term, the

Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index (CPI) for the preceding twelve (12) months or five percent (5%).

- 6.3. Unless stated otherwise in this Agreement, all invoices shall be paid by You within 30 days of receipt by bank transfer into a single bank account as nominated in writing from time to time by Us.

7. GST

- 7.1. In this Clause 7, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act") which is not otherwise defined in this Agreement has the meaning given to it in the GST Act.
- 7.2. All consideration provided under this Agreement is exclusive of GST unless it is specifically expressed to be GST inclusive. If a party ("Supplier") makes a taxable supply to another party ("Recipient") under or in connection with this Agreement in respect of which GST is payable, the Recipient must pay the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for the taxable supply was specified to include GST). The additional amount must be paid by the Recipient by the later of:
- 7.2.1. the date when any consideration for the taxable supply is first paid or provided; and
 - 7.2.2. the date when the Supplier issues a tax invoice to the Recipient.
- 7.3. If an adjustment event varies the amount of GST payable by a Supplier under this Agreement, the Supplier must adjust the amount payable by the Recipient to take account of the adjustment event. Any resulting payment must be paid by the Supplier to the Recipient, or the Recipient to the Supplier (as appropriate) within 10 business days of the Supplier becoming aware of the adjustment event. Any payment under this Section is deemed to be an increase or decrease of the additional amount payable under Section 6.2.

- 7.4. If the GST payable in relation to a supply is less than the amount the Recipient has paid the Supplier under Section 6.2, the Supplier is only obligated to pay a refund of GST to the Recipient to the extent the Supplier receives a refund of that GST from the Australian Taxation Office.
- 7.5. Subject to an express provision in this Agreement to the contrary, any payment, reimbursement or indemnity required to be made to a party (the "Payee") under this Agreement which is calculated by reference to an amount paid or payable by the Payee to a third party ("Outgoing") will be calculated by reference to that Outgoing inclusive of GST, less the amount of any input tax credit which the Payee is entitled to claim on that Outgoing.
- 7.6. If part of a supply is a separate supply under GST law, that part is a separate supply for the purpose of this Section.
- 7.7. Where the Supplier, Recipient or Payee in this Section 3 is a member of a GST group, a reference to the Supplier, Recipient or Payee includes the representative member of the GST group.
- 7.8. This Clause 7 shall survive termination or expiry of this Agreement.

8. Renewal

We will supply the Services to You for the Minimum Term, after which this Agreement will automatically renew for subsequent periods of twelve months (the "Renewal Term(s)"), unless terminated by either Party in accordance with Clause 13 or by giving a minimum of 90 days' written notice prior to the expiry of the Minimum Term or Renewal Term, as applicable. We will give you written notice no less than 120 days before the expiry of the Minimum Term (and each Renewal Term, as applicable).

9. Intellectual Property

- 9.1. For the Term of this Agreement, You grant Us a non-exclusive, royalty-free licence to use Your intellectual property rights including, without limitation, Your logos and graphics to the extent necessary to provide the Services and the Portal in accordance with this Agreement. You

warrant that our use of such intellectual property rights will not infringe the intellectual property rights of any third party.

- 9.2. Save for intellectual property rights licensed to Us in accordance with Clause 9.1, we confirm that we are the owner of all intellectual property rights in or capable of subsisting in the Portal and/or that We hold the necessary authority from any applicable third party owner of any such intellectual property rights to grant the limited licence to use the Portal to You under this Agreement. We warrant that Your use of the Portal in accordance with this Agreement will not infringe the intellectual property rights of any third party.

10. Confidentiality

Each Party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) the Confidential Information, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

11. Data Protection

- 11.1. To the extent that We collect any Personal Data in connection with the provision of the Services then such information shall be collected, stored, used and disclosed by Us in accordance with Data Protection Laws.
- 11.2. The Data Protection Addendum, available at <http://rg.co/agreements>, shall govern the processing of any Personal Data pursuant to this Agreement to the extent that Personal Data is subject to the GDPR. In the event of any inconsistency between this Agreement and the Data Protection

Addendum in respect of such data, the Data Protection Addendum shall prevail.

- 11.3. We will maintain an anti-virus policy for the term of this Agreement.
- 11.4. You warrant that You will comply with all of your obligations under Data Protection Laws which arise in connection with this Agreement. Further, You warrant that You will make such disclosures to, and obtain such consents from, the any owner of any Personal Data disclosed to Us so that our collection, storage, use and disclosure of that Personal Data in accordance with the provision of the Services under this Agreement and Our Privacy Policy will not breach Data Protection Laws. You indemnify Us from any loss or claim which arises pursuant to this clause 11.4.
- 11.5. We shall notify You within five (5) Working Days if We receive a request from an individual for which we hold any Personal Information (“Data Subject”) for access to that person's Personal Data. We shall provide You with reasonable co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data. Other than in accordance with Data Protection Laws, we shall not disclose the Personal Data to any Data Subject or to a third party other than at Your request.
- 11.6. We shall permit you or your external advisers(subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Our data processing activities at a time agreeable between both parties and at Your cost.
- 11.7. On the termination of this Agreement, We shall, at Your option, return all the Personal Data transferred and the copies thereof to You or shall destroy all the Personal Data, unless any legislation imposed upon Us prevents Us from returning or destroying all or part of the Personal Data transferred.
- 11.8. 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 Data Protection Laws.
- 11.9. Where We are aware that there are reasonable grounds to believe that there has been unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information, in relation to any Personal Data held by Us pursuant to this Agreement, the Parties agree to use all reasonable endeavors to work together to:
- 11.9.1. take all reasonable steps to mitigate the risk of a data breach causing serious harm to any of the individuals to whom it relates;
- 11.9.2. unless otherwise directed by You, take all other action necessary to comply with the requirements of Data Protection Laws; and
- 11.9.3. take any other lawful and reasonable action as directed by You.
- 11.10. The Parties agree to work together and provide all reasonable assistance as is necessary to facilitate the handling of any data security breach in a compliant manner.

12. Liability

- 12.1. Unless otherwise set out elsewhere in this Agreement, each Party's liability to the other for all claims under or in connection with this Agreement is limited, in aggregate, to the amount of fees paid by You to Us under this Agreement.
- 12.2. Each Party will not be liable for:
- 12.2.1. Indirect or consequential loss; or
- 12.2.2. 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 Portal, the provision of Services or otherwise in connection with this Agreement.
- 12.3. Terms, conditions, warranties and guarantees implied by law (including the Competition and Consumer Act 2010 (Cth)) may apply to this Agreement to the extent required by those laws ("Non-Excludable Guarantees"). Nothing in this Agreement or any Order Form restricts, excludes or modifies, or purports to restrict, exclude or

modify, any Non-Excludable Guarantee. Where We are permitted to limit Your remedy against Us for breach of a Non-Excludable Guarantee, Our liability to You for breach of that Non-Excludable Guarantee is limited, at Our election, to: (a) in the case of goods: replacement of the goods or the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of having the goods repaired; and (b) in the case of services either resupplying the services or payment of the cost of having the services supplied again.

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

13. Termination

- 13.1. We may terminate this Agreement with 15 days' notice if undisputed fees are not paid by You within 15 days from the date of notice being issued to You that the payment of such fees is past due.
- 13.2. Either Party may terminate with 30 days' notice if the other Party:
- 13.2.1. ceases or threatens to cease carrying on its business, operations or activities, becomes bankrupt or goes into liquidation, becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that Party or that Party suffers any similar process in any jurisdiction outside of Australia; or
- 13.2.2. commits a breach of this Agreement and fails to remedy such breach within 30 days of notice from the other Party.

- 13.3. We may suspend an Employee's access to the Services and/or the Portal at any time where we are permitted to do so by law or in accordance with the Employee Terms.
- 13.4. On termination, You will pay all outstanding fees and each Party will, on request, return to the other Party or delete all Confidential Information of the other Party, unless it is required to retain such information by applicable laws.
- 13.5. Termination or expiry of this Agreement on whatever basis shall be without prejudice to any rights or obligations of either Party which have accrued prior to the date of termination and shall not affect the continuation or coming into force of any provision of this Agreement which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

14. Force Majeure

- 14.1. Subject to Clause 14.5, neither Party will be liable for any failure or delay in the performance of any of its obligations under this Agreement where such delay or failure is reasonably attributable to an event of Force Majeure.
- 14.2. Any Party subject to a Force Majeure event must promptly notify the other Party.
- 14.3. If a Force Majeure event continues beyond one month, either Party may terminate immediately by giving written notice to the other.
- 14.4. Neither Party will have any liability to the other in respect of termination due to Force Majeure.
- 14.5. Your obligation to pay the fees in accordance with Clause 6 shall not be affected by the occurrence of any event of Force Majeure.

15. Notices

Any notice given under this Agreement by either Party will be in writing and sent by pre-paid registered post or email to the addresses of the other Party as set out in the Client Agreement, or such other addresses as is notified in writing by that Party from time to time. Notice given under this Agreement shall not be valid if it is given by email and the Party giving the notice receives notification

that the transmission of the email has failed. You warrant that any notices served on Your behalf under this Agreement shall be given by a duly authorised representative.

16. Severance

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

17. Partnership, Agency and the rights of third parties

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

18. Variation

- 18.1. the terms of this Agreement may be varied by Us subject to Us providing You with at least 60 days' notice in writing of the terms to be varied in accordance with this Clause.
- 18.2. If You do not agree to any variations notified to You in accordance with this Clause 18, You have, without limiting or affecting any other rights or remedies available to You, the right to terminate this Agreement with immediate effect by giving written notice to Us. For the avoidance of doubt, where You exercise the right to terminate in accordance with this Clause 17 You shall pay any outstanding fees which are due and payable in relation to Services provided prior to the date of termination, but will not be liable for any fees in connection with the rest of the Minimum Term or the Renewal Term, as applicable.

19. Dispute Resolution

If any dispute arises in connection with this Agreement, the Parties will meet within 10 days to resolve it. If the dispute has not been settled within 10 days from such meeting, the Parties agree to try to settle unresolved disputes within the mediation

of the Australian Disputes Centre before commencing arbitration or court proceedings (except proceedings for interlocutory relief). If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, either Party may commence arbitration or court proceedings in respect of the dispute.

20. Waiver

- 20.1. A waiver by either Party of any right under this Agreement is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default.
- 20.2. A failure or delay by either Party in exercising any right or remedy provided in this Agreement or by law will not constitute a waiver of that right or remedy, or other rights of remedies.
- 20.3. No partial or single exercise by either Party of any right or remedy provided by this Agreement or by law will preclude or restrict the further exercise of any such right or remedy.

21. Governing Law

This Agreement is governed by the law applicable in the State of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia to settle any claim arising under this Agreement.

22. Legal Advice

Each party acknowledges and represents to each other that it has had the opportunity to seek and obtain separate and independent legal advice before entering into this Agreement. If either party has entered this Agreement without first taking legal advice it has done so at its sole and absolute discretion and it will not be entitled to rely upon the absence of legal advice as a defence to any breach of any of the provisions of this Agreement.

23. Employee Discount

23.1. Definitions

Instant Voucher: Digital code that holds discounted store credit.

Cashback: An online offer facility that allows You to receive a percentage of the cost or a fixed amount back after a purchase.

Reward Gateway incurs transaction, delivery and other processing fees on its Employee Discount programme, and in most instances does not pass along these charges to Clients including costs associated with gift cards, movie tickets, debit and standard credit card fees. Excessive charges for premium credit cards and certain higher cost loyalty based credit cards may incur incremental charges, but in no case will Reward Gateway profit from any such pass thru charges.

23.2. Our Obligations

A list of available Instant Vouchers and Cashbacks can be produced on request. You understand that this list may change due to reasons beyond Our control, such as a retailer ceasing to trade.

24. SmartSpending™ Mobile App

24.1. Additional Definitions

Retailer listing: A browsable and searchable list of all retailers that provide Cashback, Instant Voucher or eGift Card discount offers.

Retailer screen: A participating retailer screen showcasing all available discount offers by that retailer.

Account: An account where an Employee can see their Total savings, Approved Cashback balance, Pending Cashback balance, and their personal account details.

Digital Wallet: Saved list of Instant Vouchers/eGift Cards purchased by the Employee for easy access.

The Employee can mark Instant Vouchers as “used”
eGift Card: method of payment in order to redeem Products.

24.2. Our Obligations

The SmartSpending™ app puts Our Employee Discount offering (described in Clause 24 above) into a single app for Employees and is available on Android and iOS. It can be used in addition to Your desktop site, with each way of saving replicated on both the desktop and the app. The app can be used to purchase Instant Vouchers/eGift Cards which can be used right away as well as being automatically saved to a Digital Wallet for future use. Employees can also earn Cashback when shopping online through the app, and use Cashback towards Instant Voucher purchases. The app can also be used to purchase Instant Cards and to top them up at a discounted price.

25. Employee Recognition & Reward

25.1. Additional Definitions

Award(s): an award in the form of Voucher(s) in the amount of the Award Value which Your nominated authorisers may award to Employees.

Award Data: details of Recipients and other information (including, where necessary, Personal Data) reasonably required to enable Us to process Awards.

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

Recipient: Employee who is the beneficiary of an Award.

Reward and Recognition Service: the service operated by Us on behalf of You whereby Recipients can receive an Award from Your nominated authorisers.

Social Recognition Wall: Social Recognition wall takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to a social wall feed.

Social Recognition Platform: the content management system integrated within the Portal that facilitates the real-time transmission of peer to peer social interactions, such as reactions and comments

Voucher(s): Instant Vouchers which the parties mutually agree to list on the Portal.

25.2. Our Obligations

We will:

- 25.2.1. provide access for Recipients to a webpage with Your branding hosted on the Portal explaining the Award redemption process;
- 25.2.2. notify Recipients of Awards on receipt of Award Data;
- 25.2.3. credit the Recipient's Reward Gateway account with the Award Value within 2 working days of receipt of the Award Value from You in accordance with Clause 25.3.3;
- 25.2.4. enable functionality for a Recipient to choose and place an order for Vouchers online. You accept that the selection of Vouchers may change and availability of any

particular Voucher is not guaranteed. A list of available Vouchers can be produced on request;

- 25.2.5. cancel any Vouchers notified to Us as undelivered and, subject to security checks and investigation, issue replacement Vouchers to the Recipient as soon as reasonably practical;
- 25.2.6. provide You with a report of Vouchers chosen by Recipients, on request; and
- 25.2.7. provide a social recognition wall which takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to the Social Recognition Platform. The Social Recognition Platform facilitates the real-time transmission of peer to peer social interactions, such as reactions and comments.

25.3. Client Obligations

You will:

- 25.3.1. provide Us with monthly Award Data;
- 25.3.2. advise Us of any changes which could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;
- 25.3.3. pay Us the Award Value that is credited to the Recipients' accounts in accordance with Clause 25. Where Vouchers are issued prior to payment, ownership remains with Us until payment received and You shall reimburse Us for any Vouchers redeemed prior to payment
- 25.3.4. be fully responsible for the completeness and accuracy of Award Data;
- 25.3.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition programme on the Portal is in accordance with all applicable legislation and

- 25.3.6. account for liability for tax and national insurance arising in connection with the Awards and the Reward and Recognition Service; and
- 25.3.7. advise Us of any changes or circumstances which could affect the operation of the Social Recognition Wall.

26. Employee Recognition & Reward Fees and Payments

- 26.1. We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed frequency period. Credit will be topped up, upon Client request, provided that the invoice had been paid. At the end of the period, we will collate the Awards claimed and apply the appropriate GST treatment. Any remaining Award Value will be carried forward to the next period.
 - 26.1.1. Notwithstanding Clause 6.3, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted to You for payment.
 - 26.1.2. We will invoice You for any other agreed disbursements at the time You confirm the order and such invoices shall be paid in accordance with Clause 6.3.
 - 26.1.3. We will issue a credit note to You for any Award Value which is no longer required.
 - 26.1.4. On termination of this Agreement, We will refund You any remaining Award Value.

27. Vouchers Award Value

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

28. E-cards

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

28.2. Our Obligations

We will:

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

28.3. Client Obligations

You will:

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

29. Award File Plus

29.1. Additional Definitions

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

Award Types: the awards You have created to be used on the Portal.

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

Award File Plus Platform: the reward programme integrated within the Portal that facilitates the real-time transmission of awards and provides access to authorised individuals to interrogate traffic flow data and additional message content.

30. Award Nominator

30.1. Additional Definitions

Nomination: a peer to peer nomination consisting of the responses to the fields defined in the AwardNominator Form.

AwardNominator Form: the question and answers You have created to collect the information needed to assess the Nomination.

Nomination Method: the approval process You have requested and the method You want it to operate.

Award Types: the awards You have created to be used on the Portal.

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

Award Nominator Platform: the reward programme integrated within the Portal that facilitates the real-time submission of nominations, ready to be approved by authorised individuals. Once approved the awards are dispatched to the award recipient.

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

30.2. Our Obligations

We will:

- 30.3. assist You in creating up to five Award Types; and
- 30.4. subject to Your compliance with Clause 31, once a Nomination has been approved by an authorised individual and the Award Value and Award Type has been confirmed by the authorised individual, dispatch the Award to the Recipient.

31. Client Obligations

You will:

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

32. Instant Award

32.1. Additional Definitions

InstantAwards: are awards sent by Pot Owners to instantly recognise and reward Employees.

InstantAward Types: the awards You have created to be use by Pot Owners.

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

Pot Owner: an Employee You have assigned reward budget to.

InstantAwards Platform: the reward programme integrated within the Portal that facilitates the real-time transmission of InstantAwards from Pot Owners.

32.2. Our Obligations

We will:

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

33. Connect+ mobile app

33.1. Additional Definitions

Connect+ Mob App: an app for connecting and interacting with recognition stories and blog post happening across Your organisation, Employees can also send eCards and view their own and their peers' profiles.

Social feed: a chronological feed displaying recognition moments and blog posts.

eCard: an electronic organisational greeting containing pictorial graphics and message lines which emphasise the values and behaviours that You wish to see recognised.

Blog Post: an article from a blog written by an authorised Employee.

Profile: a profile where an Employee can choose which personal data they want to make public to share with their peers.

Alerts: push notification that the Employee can turn on or off.

34. Employee Communication

34.1. Additional Definitions

Employee Communication: Any form of communication You do via the Portal.

Employee Communication Data: details contained within content and other Personal Data sufficient to enable Us created segmented versions of content.

Employee Communication Types: Blogs, Pages, Layouts and Tiles.

35. Smart Comms

35.1. Additional Definitions

SmartComms: employee communication tools including Blogs, Pages, Layouts and Tiles.

SmartComms Platform: the content management system integrated within the Portal that facilitates the real-time communication between Employees, and provides access to authorised Employees to interrogate traffic flow data.

Blogs: a collection of articles written by authorised Employees.

Pages: a collection of pages used to form the bases of the Portal and host information You want to share with Your Employees.

Layouts: a collection of layouts used to host information and help Employees navigate the wider Portal.

Tiles: used to create Layouts to display information or navigate Employees to other content/areas of the Portal.

35.2. Our Obligations

We will:

- 35.2.1. draft the initial design for up to ten Pages;
- 35.2.2. provide initial access to the Portal for populating Blog content (timing to be agreed by the parties during planning); and populate the Portal with Your Pages, Layouts, Tiles and Blogs, subject to Your compliance with Clause 33.3.1.

35.3. Client Obligations

You will:

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

36. Employee Survey

36.1. Additional Definitions

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

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

Employee Survey Types: {Employee Survey Survey Templates, Polls,}

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

37. Employee Wellbeing

37.1. Additional Definitions

Wellbeing Centre: provides employees access to Mental, Physical and financial wellbeing content, tools and services on the Portal.

Health Calendar: Monthly plan of wellbeing topics displayed within the Wellbeing Centre and communicated to Employees via a monthly communication.

37.2. Our obligations

We will:

- 37.2.1. configure and host the Wellbeing Centre and provide a help desk for Employee enquiries;
- 37.2.2. update content on the Wellbeing Centre regularly; and
- 37.2.3. unless You restrict this functionality, provide monthly Employee communications aligned to the Health Calendar which Employees can opt-in or opt-out to receive.

37.3. Client obligations

You will:

- 37.3.1. give sign posted access to the Wellbeing Centre on Your Portal and communicate reference to the Wellbeing Centre for all Employees.