

THE GREEN REWARDS LTD (trading as 'Team Jump') STANDARD TERMS OF BUSINESS

The Green Rewards Standard Terms of Business shall govern the provision of the Services as set out in an Order, save that these terms may be amended by any Special Conditions and if so amended they shall be known as the "Terms".

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than Saturday or Sunday or a bank holiday in England;
"Commencement Date"	means the date of the relevant Order;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Order or the delivery of the Services or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such);
Data Protection Policy	means the data protection policy of the Service Provider as amended from time to time and as published on its website.
"Downtime"	means the non-availability of one or more parts of the Services as defined in Clause 7;
"Fees"	means the fees payable by the Client to the Service Provider as set out in the Order and subject to Clause 5 of these Terms;

"Intellectual Property Rights"

means any and all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;

Order

means the Team Jump Client Order Form between the Client and the Service Provider, which incorporates these Terms by reference.

"Performance Monitor"

means the individual(s) appointed by the Service Provider to monitor the provision of the Services in accordance with the Service Levels under Clause g;

"Scheduled Service Downtime"

means Downtime which is pre-planned by the Service Provider for maintenance, upgrades and similar activities in accordance with Clause 8;

"Services"

means the sustainability engagement programme including digital platform solution as set out in the Order;

"Service Levels"

means the agreed levels to which the Service Provider's performance in providing the Services must adhere as set out in Clause 7;

Special Terms

The Special Terms as may be identified in the Order and which may amend the Green Rewards Standard Terms of Business for the purposes of that Order.

"Term" means the term of the Order which shall commence on the Commencement Date and shall continue until termination in accordance with Clause 2; and

"Uptime" means the normal, fully functional availability of the Services and all components thereof.

- 1.2 Unless the context otherwise requires, each reference in these Terms to:
- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 a Clause h is a reference to a Clause of these Terms
 - 1.2.4 a "Party" or the "Parties" refer to the parties to the Order.
- 1.3 The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

2. Term

- 2.1 These Terms will come into force on the Commencement Date and shall continue in force for the period stated in the Order, subject to the provisions of Clauses 7 and 13.
- 2.2 Following the end of the initial Term, the Term may be renewed following agreement, in writing, between the Parties, for further periods of 12 months on an annual basis (which shall thereafter be defined as part of the Term).

3. Service Provider's Obligations

- 3.1 The Service Provider shall provide the Services to the Client in accordance with the provisions of Clause 6 and in accordance with the required Service Levels set out in Clause 7.
- 3.2 The Service Provider shall provide the Client with such information and advice in connection with the Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Services.
- 3.3 The Service Provider shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the provision of the Services. To the extent necessary and appropriate, the Service Provider shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter these Terms in any way.

4. Client's Obligations

- 4.1 The Client shall provide the Service Provider with such information in connection with the Services and the provision thereof as the Service Provider may, from time to time, reasonably require both before and during the provision of the Services.
- 4.2 The Client shall comply with any and all the terms and conditions set out in these Terms and the Order.

5. Fees and Payment

- 5.1 The Client shall pay the Fees to the Service Provider on a monthly, quarterly or annual basis in accordance with the pricing structure of the Services provided by the Service Provider in accordance with the terms and conditions of these Terms and as in Schedule 1.
- 5.2 Where any payment pursuant to these Terms is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.

6. Provision of the Services

- 6.1 The Service Provider shall, throughout the Term provide the Services in accordance with these Terms and the Service Levels.
- 6.2 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

7. Service Levels

- 7.1 The Service Provider shall use reasonable endeavours to ensure an Uptime rate of 99.5% for the Services provided, 24 hours per day, 365 days per year.
- 7.2 The Service Provider shall implement such organisational, technological and other measures as are reasonably required to ensure the Uptime rate set out in sub-Clause 7.1.
- 7.3 For the purposes of these Terms, Downtime refers to one or more whole periods of 30 minutes.
- 7.4 Administrator access will be provided by the Service Provider to the Client 24 hours per day, 365 days per year.
- 7.5 Administrator support will be provided by the Service Provider to the Client between the hours of 9am and 5:30pm on all Business Days during the Term.

8. Scheduled Service Downtime

- 8.1 The Service Provider may, from time to time, require Scheduled Service Downtime during times of low customer traffic in order to perform maintenance and upgrades on its computer systems, network and infrastructure.
- 8.2 The Service Provider shall use reasonable endeavours to ensure that any period of Scheduled Service Downtime causes minimal disruption to the Services and is as brief as is reasonably possible. Nothing in this sub-Clause 8.2 shall constitute a guarantee of the same.
- 8.3 The Service Provider shall notify the Client of Scheduled Service Downtime no later than 24 hours prior to the start of the same.

- 8.4 Whenever possible, the Service Provider shall use reasonable endeavours to perform maintenance and upgrades without incurring any Scheduled Service Downtime.

9. **Service and Performance Monitoring**

- 9.1 The Service Provider shall appoint the Performance Monitor to ensure that the Services are provided in accordance with the Service Levels and these Terms..

10. **Confidentiality**

- 10.1 Each Party undertakes that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Order:

- 10.1.1 keep confidential all Confidential Information;
- 10.1.2 not disclose any Confidential Information to any other party;
- 10.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms;
- 10.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 10.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 10.1.1 to 10.1.4 above.

- 10.2 Either Party may:

- 10.2.1 disclose any Confidential Information to:
 - 10.2.1.1 any sub-contractor or supplier of that Party;
 - 10.2.1.2 any governmental or other authority or regulatory body; or
 - 10.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 10.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the Commencement Date, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

- 10.3 The provisions of this Clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of the Order for any reason.

11. Data Protection

11.1 The following definitions shall apply to this Clause:

“Controller” “Processor” “Process” and “Processed” “Data Subject” “Personal Data”

shall have the meaning given to those terms in the applicable Data Protection Laws;

“Data Protection Laws”

means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 (“**DPA**”) and the UK-GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

“GDPR”

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

“ICO”

means the UK Information Commissioner's Office, or any successor or replacement body from time to time;

“Restricted Country”

means a country, territory or jurisdiction outside of the UK which the UK Secretary of State has not deemed to provide adequate protection in accordance with Article 45(1) of the UK-GDPR;

11.2 The Service Provider shall act as the sole Controller in respect of the Processing of the Personal Data in carrying out the Services.

11.3 The Client shall become the sole Controller of any Personal Data that is provided to it by the Service Provider further to Clause 11.5.

11.4 The Service Provider shall at all times comply with the Data Protection Laws.

11.5 Without limiting the generality of the obligation set out in Clause 11.4, the Service Provider shall:

a) Where required to do so make due notification to the ICO;

b) ensure it is not subject to any prohibition or restriction which would:

11.5.1 prevent or restrict it from disclosing or transferring the Personal Data to the Client as required under these Terms;

- 11.5.2 prevent or restrict it from granting the Client access to the Personal Data as required under these Terms; or
- 11.5.3 prevent or restrict the Client from Processing the Personal Data, as envisaged under these Terms;
- c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under these Terms in accordance with the Data Protection Laws.
- d) Ensure that appropriate technical and organisational security measures are in place and at a minimum, as set out in its Data Protection Policy and where requested, provide to the Client evidence of its compliance with such requirements promptly.
- e) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data;
- f) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- g) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- h) not transfer any Personal Data it is processing to a Restricted Country
- i) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- 11.6 Taking into account the roles of the Parties and the data available to each, both Parties shall co-operate promptly and as required to ensure any complaints or data rights requests brought by a Data Subject under Chapter III of the UK-GDPR can be properly handled in accordance with the requirements of the Data Protection Laws, insofar as the request or complaint relates to Personal Data processed under the Order, or in the delivery of the Services.

12. Intellectual Property Rights

- 12.1 The Service Provider will not acquire ownership of any Intellectual Property Rights subsisting in any material belonging to the Client which the Client may, from time to time, require the Service Provider to host or store in the course of providing the Services.
- 12.2 The Client agrees to fully indemnify the Service Provider against any and all costs, expenses, liabilities, losses, damages, claims and judgments that the Service Provider may incur or be subject to as a result of the infringement of any Intellectual Property Rights belonging to any third party arising out of the Client's failure to obtain the necessary rights and permissions from third parties in relation to any material (or Intellectual Property Rights) owned by such third parties.
- 12.3 Access to the Service Provider's technology platform by the Client in only for the duration of the agreement.

13. Termination

- 13.1 Either Party may terminate the Order by giving at least one month's written notice to expire at the end of the Term.
- 13.2 Either Party may forthwith terminate the Order by giving written notice to the other Party if:
- 13.2.1 any sum owing to that Party by the other Party under the Order or any of the provisions of these Terms is not paid within 3 months of the due date for payment;
 - 13.2.2 the other Party commits any other material breach of any of these Terms and, if the breach is capable of remedy, fails to remedy it within 5 working days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 13.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 13.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 13.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under these Terms);
 - 13.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 13.2.7 the other Party ceases, or threatens to cease, to carry on business; or
 - 13.2.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the Commencement Date. For the purposes of this Clause 12, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.3 The Client shall have the right to terminate the Order forthwith by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Services in compliance with the Service Levels on more than three occasions in any one month period.
- 13.4 The right to terminate the Order given by this Clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

14. Post-Termination Provisions

Upon the termination of the Order for any reason:

- 14.1 any sum owing by either Party to the other Party under any of the provisions of the Order or these Terms shall become immediately due and payable;
- 14.2 any rights or obligations to which any of the Parties may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;
- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other

right to damages or other remedy which either Party may have in respect of any breach of the Order or these Terms which existed at or before the date of termination;

- 14.4 subject as provided in this Clause 13, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;
- 14.5 the Service Provider shall forthwith remove any and all information belonging to the Client from its computer systems; and
- 14.6 each Party shall (except to the extent referred to in Clause 10) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

15. **Liability and Indemnity**

- 15.1 Except as expressly provided in the Order or these Terms, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:
 - 15.1.1 any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or
 - 15.1.2 any special indirect or consequential loss howsoever arising.
- 15.2 For the purposes of sub-Clause 15.1.1 "anticipated savings" means any expense which either Party expects to avoid incurring or to incur to a lesser degree than would otherwise have been the case by reason of the use of the Services provided by the Service Provider.

16. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

17. **Nature of these Terms**

- 17.1 These Terms and the Order contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 17.2 Each Party acknowledges that, in entering into the Order and accepting these Terms, it does not rely on any representation, warranty or other provision except as expressly provided in the Order or these Terms, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 17.3 No failure or delay by either Party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17.4 At any time after the Commencement Date each of the Parties shall, at the request and cost

of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of these Terms.

18. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

19. Relationship of the Parties

- 19.1 Nothing in these Terms shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other party for any purpose.
- 19.2 Subject to any express provisions to the contrary in these Terms, the Service Provider shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

20. Notices

- 20.1 All notices under these Terms shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 20.2 Notices shall be deemed to have been duly given:
 - 20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. Law and Jurisdiction

- 21.1 These Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Order or these Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.