



Each Person Master Service Agreement

Recognition, Reward & Benefits Platform Contract

12/12/2025

Change History Record

Issue	Description of Change	Author	Approval Date of Issue
1	Initial contract	SS	SS 08.01.2024
2	Revised contract	MN	12.12.2024

THIS AGREEMENT is dated 12 December 2025

BETWEEN

(1) EPOINTS REWARDS LIMITED, a Company incorporated in England and Wales with registered number 07453502 and having its registered office at Dane End House, Munden Road, Dane End, WARE, Hertfordshire, SG12 OLR ("EPR"); and

(2)xxxx, a Company incorporated in England and Wales with registered number xxxxand having its registered office at xxxx (the "**Company**")

(each a "party" and together the "parties").

INTRODUCTION

(A) EPR is the trading entity providing recognition and rewards delivered under the "Each Person" brand in conjunction with the "Epoints" programme (as defined below).

(B) The Company wishes to utilise the platform on the terms and subject to the conditions of this Agreement to recognise employees as part of their Employee Recognition Programme. The parties have agreed that the Company may utilise the Epoints Programme on the basis of the terms set out below, in the Schedules and in the Statement of Work.

IT IS AGREED

1. DEFINITIONS

In this agreement the following words shall have the following meanings:

"Account Balance"	shall have the meaning given to it in Schedule;
"Applicable Laws"	any statute, statutory instrument, by law, order, directive, treaty, decree or law (including any common law, judgement, demand, order or decision of any court, regulator or tribunal); rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body, and/or industry code of conduct or guideline, which relates to this agreement;
"Authorised Users"	those employees of the Company, and certain third parties authorised by the Company and approved by Each Person, who are entitled to use and access the Epoints Programme for the Company under this Agreement as identified at the date of this Agreement in Schedule 1 and as notified by the Company to Each Person from time to time in writing;
"Brand Guidelines"	guidelines for use of the Company's brand at Schedule 4;
"Business Day"	any day from Monday to Friday inclusive, including Bank holidays in England, Wales, Scotland and Northern Ireland
"Business Hours"	9am to 5pm on Business Days;
"Commencement Date"	shall have the meaning given to it in Schedule 1;
"Confidential Information"	shall have the meaning given to it in Clause 8;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares or power, ability to appoint directors, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Data Controller"	has the meaning set out in the Data Protection Legislation;
"Data Processor"	has the meaning set out in the Data Protection Legislation;
"Data Protection Legislation"	Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC) , the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including, where applicable, the guidance and codes of practice issued by the Information Commissioner , the GDPR (and any UK implementation thereof) and any successor to any such laws, regulations, guidance and/or codes of practice;
"Data Subject"	the Data Protection Act 2008, the Data Protection
"Employee Recognition Programme"	the name given to the Company scheme for the purposes of this Agreement;

"Epoints"	the points awarded to Members in the Employee Recognition Programme; the price of each point is 1 x 1/2 pence
"Epoints Programme"	the rewards programme where, among other things, Members can earn Epoints by purchasing goods online and participating in other online experiences or through a reward mechanic whereby rewards can be claimed using accumulated Epoints;
"Epoints rate"	has the meaning specified in clause 4 of this agreement;
"The Website"	www.eachperson.com or any other website
"Fee"	each Epoint is valued at 1 x 1/2 pence; fees are payable on a per employee basis for the management of the scheme and are included in Schedule 1;
"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 on the free movement of such data (the "2016 Regulation"), and repealing Directive 95/46/EC and any UK legislation which brings into force or is an equivalent substitute for the 2016 Regulation;
"Good Industry Practice"	using all reasonable skill, care and diligence and using standards, practices, methods and procedures in the provision of comparable goods and/or services which are similar to the Services (or parts thereof) and which would reasonably be expected of an experienced leading provider of such goods and/or services in the relevant industry;
"Group"	together a person, its Parent Undertakings, its Subsidiary Undertakings, and the Subsidiary Undertakings of any of its Parent Undertakings from time to time and "Group Company" shall mean any of them;
"IP Rights"	any patent, trade mark, registered design or any application for registration of the same, any copyright or related rights, database right, design right, rights in trade, business or domain names, rights in trade dress, rights in confidential information or knowhow or any similar or equivalent rights in any part of the world;
"Member"	the Company's employees who are registered to Each Person or the Epoints Programme;
"Member Data"	any and all data relating in any way to a Member including Personal Data;
"Parent Undertakings"	has the meaning set out in section 1162 Companies Act 2006;
"Personal Data"	has the meaning set out in the Data Protection Legislation;
"Services"	the services to be provided by Each Person in accordance with this Agreement and the Schedule, including the Integration Services;
"Statement of Work"	the statement of work for additional services agreed by the Parties;
"Subsidiary Undertakings"	has the meaning set out in section 1162 Companies Act 2006;
"Suppliers"	refers to any subcontractors or third-party entities responsible for providing goods, services, or other deliverables specified in this Agreement, as outlined in Exhibit [A/B/C]. The Supplier

	shall comply with all terms, conditions, and obligations set forth in this Agreement, including any attached schedules, exhibits, or appendices.
"Term"	shall have the meaning given to it in Schedule 1.

2. AWARD OF EPOINTS

2.1 In accordance with the terms of this Agreement, the Company (and its Group Companies) shall be entitled to award Epoints under the Epoints Programme to Members who meet the Company criteria for awarding Epoints.

2.2 The Company shall ensure, or shall procure, that:

2.2.1 Epoints are awarded by it in accordance with its Recognition Programme.

2.2.2 Epoints are awarded in accordance with the Epoints Fair Use Policy included at Schedule 3 and as may be updated by EPR from time to time on written agreement of the Company.

2.3 The Company shall ensure, or procure that:

2.3.1 All participating Members who wish to receive Epoints and are entitled to in accordance with the Company's Employee Recognition Programme rules from time to time are invited to become members of the Epoints Programme.

2.3.2 Epoints are able to be awarded through participating in the Company Recognition Programme.

2.3.3 Should the Company require any services in addition to those set out in this Agreement, such additional services will be set out in a Statement of Work by Each Person and signed by both parties.

2.3.4 Each Person shall carry out the Services to a high level of skill and competence, and at no additional cost to the Company unless otherwise agreed with the Company in writing prior to any charge incurring work commencing.

3. THE EPOINTS PROGRAMME

3.1 In order to access the Epoints Programme, Each Person shall provide the Company with access details including a user name and password. The Company shall provide Each Person with a name and email address for its employees for the purpose of allowing them to access the Epoints Programme. The parties have set out how they will process this data in clause 12 of this Agreement. The Company is responsible for maintaining the confidentiality of its Epoints Programme account and user name and / or password, and for all activities that occur under the Company's Epoints Programme account (save to the extent that any unauthorised activities occur as a result of the negligence, wilful default, or breach of this Agreement by Each Person). The Company shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Epoints Programme and notify Each Person immediately of any unauthorised access or use of its Epoints Programme account.

3.2 The number of Authorised Users shall be limited to the number set out in Schedule 1 and the Company shall maintain a written list of current Authorised Users and shall provide such list to Each Person on request. The Company shall ensure that each Authorised User complies with the provisions of Clause 3.1 in relation to its access to the Company's Epoints Programme account.

3.3 Each Person hereby grants to the Company and its Group Companies a non-exclusive, non-transferable licence to allow Authorised Users to access the software underlying the Epoints Programme solely for the Company's (and its Group Companies') business purposes.

3.4 The Company acknowledges that it shall have access to public APIs, applications, graphical web user interface components, and other software that may be made available from time to time by Each Person to the Company (and its Group Companies) for the purposes of interacting with The Website and platform and the Company agrees that it shall use such data only for the purposes of exercising its rights under this Agreement.

3.5 Except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Company shall not, and shall ensure that the Authorised Users shall not:

3.5.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Epoints Programme;

3.5.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Epoints Programme;

3.5.3 access all or any part of the Epoints Programme in order to build a product or service which compete with the Epoints Programme; and/or

3.5.4 use the Epoints Programme to provide services to third parties (other than the Company's Group Companies).

3.6 The Company acknowledges that from time to time, Each Person may amend the content and functionality of the Epoints Programme and/or The Website provided that any such amendment does not materially adversely impact the functionality of the Website. To the extent that the functionality and content does not materially adversely affect the Company's use of the Epoints Programme, Each Person may amend the content and functionality on 14 day's written notice to the Company. To the extent that any amendments in functionality materially amend the functionality and content of the Epoints Programme or Website, Each Person must obtain written consent from the Company prior to implementing any such change.

3.7 Each Person shall provide the maintenance and support services in relation to the Epoints Programme set out in Schedule 2 inclusive of the Fee.

3.8 The Company shall promptly notify Each Person if at any time its contact details change and/or there is any change in circumstance that could impact its eligibility to carry out its rights and/or obligations under this Agreement.

3.9 Each Person shall provide the Epoints Programme and the Services under this Agreement at all times in accordance with Applicable Laws and Good Industry Practice.

4. FEES, INFLATION ADJUSTMENTS, AND PAYMENT TERMS

4.1 Payment will be made via BACS to the Epoints Rewards Limited nominated account.

4.2 The Company may purchase additional Epoints for usage at any other time at the Epoints Rate.

4.3 The license fee will be subject to an annual adjustment based on the Services Producer Price Index (SPPI) annual inflation rate, as published by the Office for National Statistics (ONS). This adjustment reflects the change in service sector prices over the previous 12 months. The revised license fee will be calculated using the most recent SPPI annual inflation rate and communicated to the Client in advance of each renewal period, taking effect at the start of the subsequent period.

4.4 If any invoice remains unpaid after a grace period of 5 business days following our standard 30-day payment terms from the issue date, interest will be charged on the unpaid amount at the base rate of the Bank of England, as revised

from time to time. Interest will accrue daily from the end of this grace period until the payment is made in full, regardless of whether payment is made before or after a judgment

5. NON SOLICITATION

5.1 Each party agrees that for the term of this Agreement, and for six months thereafter, it shall not directly or indirectly solicit or entice away on behalf of itself or any other person or organisation, any employee of the other party who has been materially involved in the provision or receipt (as applicable) of the Services.

5.2 For the avoidance of doubt, any general recruitment advertisement or campaign placed by or on behalf of a party shall not be deemed to be solicitation for the purposes of Clause 5.1.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Subject to the Company's prior written approval in each case, the Company hereby grants to Each Person a non-exclusive and term-limited licence to use and reproduce the Company's name and logo on The Website to promote the Company's involvement in the Epoints Programme strictly in accordance with the Company's Brand Guidelines, and at the request of Each Person, the Company shall supply a copy of such logo in the format reasonably requested by Each Person.

6.2 Subject to Each Person's prior approval in each case, Each Person hereby grants to the Company and its Group Companies a licence to use and reproduce the Epoints logo in order to publicise the Company's (and its Group Companies') involvement in the Epoints Programme.

6.3 The Company acknowledges and agrees that no rights shall transfer to the Company under this Agreement in The Website, the Epoints Programme, the Epoints logo and any other content supplied by Each Person or its nominee to the Company, save as set out in this Agreement.

6.4 Each Person shall indemnify the Customer and its Group Companies against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer and its Group Companies arising out of or in connection with any claim brought against the Customer and/or its Group Companies for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services and the Epoints Programme.

7 WARRANTIES AND LIABILITY

7.1 Each party represents and warrants to the other party that:

7.1.1 it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

7.1.2 the performance of its obligations and duties under this Agreement, will not violate any terms and conditions to which it is a party or by which it is otherwise bound.

7.2 Each Person warrants to represent that the Epoints Programme does not infringe the intellectual property rights of any third party and shall indemnify the Company for breach of this clause 7.2.

7.3 Each of the parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly set out in this Agreement, and any conditions, warranties

or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

7.4 The Company agrees that The Website and the Epoints Programme are provided as is and no warranties of any kind except as otherwise herein stated, whether express or implied, are given in relation to them including but not limited to any warranties of fitness for a particular purpose, performance. Each Person warrants that The Website will be available in accordance with Schedule 2.

7.5 Nothing in this excludes the liability of Each Person for death or personal injury caused by Each Person's negligence; or fraud or fraudulent misrepresentation.

7.6 Nothing in the Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
- (d) in respect of its obligations in clauses 6 (Intellectual Property Rights), 8 (Confidentiality), 12 (Data Protection), 13 (Anti-Bribery), 14 (Modern Slavery) or 15 (Tax Avoidance).

7.7 Subject to clause 7.5, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- (e) loss of profits;
- (f) loss of sales or business;
- (g) loss of agreements or contracts;
- (h) loss of anticipated savings;
- (i) loss of or damage to goodwill; or
- (j) any indirect or consequential loss.

8 CONFIDENTIALITY

8.1 For the purposes of this Agreement, "Confidential Information" means all information whether written or oral and in whatever medium which comes into a party's possession and relates to the business, products, financial and management affairs, customers, employees or authorised agents, plans, proposals, strategies, shopping habits or trade secrets of the other party

8.2 During the Term and after termination of this Agreement, each party shall keep confidential, and will not use (other than for the purposes of this Agreement) and will not disclose to any third party any Confidential Information of the other party, unless such Confidential Information:

- 8.2.1 Was public knowledge or already known to the party at the time of disclosure;
- 8.2.2 Subsequently becomes public knowledge other than by breach of this Agreement; and / or
- 8.2.3 Subsequently comes lawfully into the possession of the party from a third party who possesses it without any obligation of confidentiality.

8.4 Either party shall be entitled to disclose Confidential Information of the other party if required to do so by any court, governmental or other administrative or regulatory body competent to require such disclosure, and additionally to its professional advisers and Group Companies bound by an obligation of confidentiality.

9 DURATION AND TERMINATION

9.1 This agreement shall come into effect on the Commencement Date and shall continue in force for the Term unless and until terminated in accordance with this Clause 9 or clause 11.

9.2 Either party may give written notice to the other party terminating this Agreement on three month's written notice, without cause, or with immediate effect if:

9.2.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 5 Business Days of notice requiring the breach to be remedied;

9.2.2 the other party enters into liquidation compulsorily or voluntarily or compounds with its creditors or has an administrator, receiver or administrative receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt (except where any action occurs for the purposes of reconstruction or amalgamation whilst solvent) or anything similar or analogous occurs in any jurisdiction; and/or

9.2.3 if it, or the other party ceases, or threatens to cease, to carry on business.

9.3 Either party may terminate this Agreement without liability to the other immediately by giving written notice to the other party if: any act or omission of the other party results or may result in any material reputational damage to it, or in the case of Each Person, the Epoints Programme.

9.4 Unless either party provides written notice of termination at least 30 days prior to the expiration of the current contract term, this contract will automatically be renewed for an additional 24-month period under the same terms and conditions.

9.5 For the purposes of contract duration and renewal, the agreed contract term shall be calculated from the date the platform is fully launched and operational, rather than the contract execution date. All renewal, termination, and extension provisions shall be based on the Platform Launch Date to ensure the contract remains valid and enforceable for the full intended service duration, irrespective of the time required for onboarding and implementation.

10. CONSEQUENCES OF TERMINATION

10.1 Upon expiry or subject to earlier termination of this Agreement:

10.1.1 any sum owing by either party to the other party shall become immediately due and payable notwithstanding the initial stock available for the Company to award. If the Company has purchased Epoints it has not utilised, then it shall promptly be reimbursed for the amount paid;

10.1.2 the Company shall, or shall procure that all references to Epoints and the Epoints Programme are removed from their Employee Reward Programme;

10.1.3 each party shall immediately cease to use, either directly or indirectly, any Confidential Information or IP Rights of the other party, and shall forthwith return to the other party any documents in its possession or control which contain or record any of its Confidential Information; and

10.1.4 Where the Company terminates the Agreement under clauses 9.2, 9.3, 9.4, or 11, Each Person shall forthwith refund to the Company any prepayment of unused Epoints.

10.2 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 this Agreement which existed at or before the date of termination.

10.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11. FORCE MAJEURE

11.1 Force majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations and includes, but is not limited to war, terrorism, riot or civil commotion, acts of or restrictions imposed by government or public authority, failures of supply of services, explosion, fire, flood, and natural disaster .

11.2 A party will not be liable to the extent delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it notifies the other of the Force Majeure as soon as reasonably possible. If, due to Force Majeure, a party:

11.2.1 is unable to perform a material obligation, or

11.2.2 is delayed in or prevented from performing its obligations for a continuous period of more than 10 Business Days, the other party may terminate this agreement on notice to that party.

11.3 The provisions of this Clause 11 shall not be relied upon in relation to the inability to pay.

12. DATA PROTECTION AND DATABASES

12.1 All references to Article numbers in the remainder of this clause 12 shall relate to the GDPR unless otherwise stated.

12.2 With respect to the Parties' rights and obligations under the Agreement the parties agree that the Company and/or the relevant Group Company (as appropriate) is the Data Controller and that Each Person is the Data Processor. Each Person shall remain a Data Processor provided that it:

12.2.1 complies with the Company's reasonable and legitimate instructions in relation to the processing of Personal Data;

12.2.2 provides adequate monitoring procedures regarding compliance with such instructions; and

12.2.3 does not go beyond the mandate given by the Company by acquiring a relevant role in determining the purposes or the essential means of processing the Personal Data.

12.3 The parties agree and acknowledge that clause 12 is intended to comply with Article 28, when applicable, and to impose upon Each Person the contractual obligations which a Data Controller is required to impose on a Data Processor under Article 28(3) ("Statutory Processor Obligations").

12.4 From 25 May 2018 onwards, the Statutory Processor Obligations shall be fully incorporated into the Agreement and shall apply to Each Person in respect of all and any processing of Personal Data by Each Person. If and to the extent that any of the Statutory Processor Obligations conflict with any other obligations imposed on Each Person under this clause 12, from 25 May 2018 onwards the relevant Statutory Processor Obligations shall prevail and apply.

12.5 In respect of any Personal Data processed by Each Person pursuant to the Agreement for and on behalf of the Company or any of its Group Companies (as appropriate) Each Person warrants and undertakes that it shall:

12.5.1 comply at all times with the Data Protection Legislation;

12.5.2 only process the Personal Data: on behalf of the Company or any of its Group Companies (as appropriate) to the extent necessary to provide the Services and then only in accordance with the Agreement; and

on the documented instructions received from the Company or its relevant Group Company (as appropriate) from time to time, which include those set out in this clause 12, and elsewhere in the Agreement. For the avoidance of doubt, if Each Person is ever unsure as to the parameters of the instructions issued by the Company it will immediately revert to the Company for the purpose of seeking clarification or further instructions;

12.5.3 promptly comply with any change of instructions from the Company or the relevant Group Company (as appropriate) relating to:

the Personal Data; and/or

Each Person's role as Data Processor as issued in accordance with the Agreement and/or as otherwise required by the Data Protection Legislation;

12.5.4 put in place and maintain: appropriate security measures and an accessible, easy-to-use and comprehensive security monitoring tool; a level of security measures which ensures that only authorised personnel have access to the Personal Data and processing equipment to be used to process such Personal Data and that any such persons whom Each Person authorises to have access to such Personal Data will comply with like obligations as are contained in this clause 12.5.4 and will respect and maintain all due confidentiality; and

a level of security measures which reflects the level of harm, damage and/or distress that might be suffered by a Data Subject to whom the Personal Data relates, as a result of a breach of this clause 12;

12.5.5 immediately give notice to the Company of any actual or suspected incident of unauthorised or accidental disclosure of or access to the Personal Data or other breach or risk of breach of clause 12 made by any of Each Person's staff or any other identified or unidentified third party, or any other event relating to Personal Data which falls within the definition of 'personal data breach' set out in Article 4(12) of the GDPR; (a "Data Security Breach");

12.5.6 immediately provide the Company with all information in Each Person's possession concerning any Data Security Breach;

12.5.7 not make any announcement or publish or otherwise authorise any broadcast of any notice or information about a Data Security Breach (a "Data Security Breach Notice") without the prior written consent of the Company and prior written approval by the Company of the content, media and timing of the Data Security Breach Notice;

12.5.8 in the event of a Data Security Breach which constitutes a breach of the Agreement, and/or Data Protection Legislation by Each Person (without prejudice to Each Person's other obligations under this clause 12): permit the Company to issue a press release or public statement (and Each Person shall not object to or seek to prevent or hinder the Company in so doing) which identifies Each Person and states that such a Data Security Breach has occurred as a result of Each Person's acts or omissions; and

if so requested by the Company, issue any press release or public statement in its own name, in a form specified by the Company which includes an apology and an acknowledgment that the Data Security Breach was caused by its acts or omissions;

12.5.9 hold all Personal Data to which the Agreement relates physically and electronically separate from any other data held by Each Person and ensure that such Personal Data is readily identifiable;

12.5.10 not process any or all of the Personal Data to which the Agreement relates as a means to enhance or enrich any Personal Data to which the Agreement does not relate (which for the avoidance of doubt includes any Personal Data in respect of which Each Person or a customer of Each Person is a Data Controller);

12.5.11 not make any copies of the Personal Data (whether in electronic or paper form) unless strictly necessary for the provision of the Services;

12.5.12 not do, or omit to do, anything, which would cause the Company or any of its Group Companies to be in breach of its obligations under the Data Protection Legislation;

12.5.13 immediately give notice to the Company in the event that it becomes aware of any breach by Each Person of this clause 12;

12.5.14 not modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party (including any agent or sub-contractor) unless expressly required to do so as part of the Services or specifically authorised in writing to do so by the Company;

12.5.15 give notice to the Company (within two (2) Business Days) of any request received from a Data Subject to have access to his Personal Data or of any other communication relating directly or indirectly to the processing of any Personal Data in connection with the Agreement and provide all details of such requests or communication to the Company and fully cooperate and assist the Company in relation to any such request or communication including a response to any such request or communication and provide the Company with full and prompt cooperation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:

providing the Company with full details of the complaint or request;

complying with a data access request within the relevant timescales set out in the Data Protection Legislation but strictly in accordance with the Company's instructions; and

providing the Company with any Personal Data it holds in relation to a Data Subject making a complaint or request within the timescales required by the Company;

12.5.16 not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of the Company;

12.5.17 not cause the Company to be in breach of any part of the Data Protection Legislation, whether by reason of an act or omission by Each Person or by its respective agents, directors, officers, employees and subcontractors; and

12.5.18 take such steps as are required in order to put in place sufficient protection for the Personal Data so as to satisfy the requirements of the Data Protection Legislation whilst it is being processed by any subcontractors and do such acts or things as may be required by the Company in order to satisfy the obligation in this clause 12.5 (including requiring any subcontractors to enter into a direct agreement with the Company containing equivalent terms to those set out in this clause 12).

12.6 Without prejudice to Each Person's other obligations in this Agreement, from 25 May 2018 Each Person shall (at its own cost), to the extent that Each Person processes Personal Data of the Company or its Group Companies:

12.6.1 take all measures required pursuant to Article 32 (in conformance with Article 28(3)(c));

12.6.2 provide the Company with such assistance in ensuring compliance with its obligations pursuant to Articles 32 to 36, taking into account the nature of processing and the information available to Each Person, as is contemplated under Article 28(3)(f);

12.6.3 pursuant to Article 28(3)(b), ensure that Each Person personnel authorised by Each Person to process Personal Data of the Company or any of its Group Companies have committed themselves to confidentiality and, at a minimum, Each Person shall ensure that such persons are bound by confidentiality obligations equivalent to those applicable Each Person under this Agreement; and

12.6.4 pursuant to Article 28(3)(h), make available to the Company all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow for and contribute to audits, including inspections, conducted by the Company or another auditor appointed by the Company.

12.7 Each of the parties acknowledges and agrees that, where the Company or Each Person has paid full compensation for the damages suffered by a Data Subject, where a joint liability for failure to comply with the Data Protection Legislation has been ascertained in the course of a proceeding, the Party that compensated the Data Subject is entitled to claim back from the other Party that pro rata of the compensation corresponding to its part of responsibility for the damage as resulting from the final court decision.

12.8 Each Person shall not permit Personal Data to be transferred to anywhere outside the European Economic Area or to permit any other act of processing of the Personal Data to occur outside the European Economic Area, without the Company's prior written consent.

12.9 Each of the parties shall notify the other in writing of an individual within their respective organisations authorised to respond from time to time to enquiries regarding any Personal Data. Each of the parties shall deal with such enquiries promptly.

12.10 Each Person shall comply with any agreement between the Company (or its Group Company) and any Data Subject and with any Court order requiring specific processing including the rectification, blocking, erasure or destruction of any Personal Data notified in writing to Each Person by the Company.

12.11 Each Person shall indemnify the Company and its Group Companies (each of whom have no duty to mitigate their loss) in full and on demand, against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional adviser's fees financial penalties and other enforcement actions undertaken by any regulatory authority) whether direct or indirect arising from any breach Each Person of its obligations under this clause 12.

12.12 Each Person shall inform the Company immediately if it receives any correspondence or request for information from any regulatory authority (including the Information Commissioner's Office ("ICO")) in relation to the Personal Data to which the Agreement relates including correspondence or requests which relate to an ICO enforcement notice or information notice.

13 ANTI BRIBERY

13.1 Each Person shall:

13.1.1 comply with all Applicable Laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

13.1.3 comply with the Company's Anti-Bribery Policies (as notified to Each Person from time to time) ("Relevant Policies");

13.1.4 have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;

13.1.5 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by Each Person connection with the performance of the Agreement; and 13.1.6 provide such supporting evidence of compliance as the Company may reasonably request.

13.2 Each Person shall ensure that any person associated with Each Person who is performing Services connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Each Person in this clause 13 ("Relevant Terms"). Each Person shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

13.3 Breach of this clause 13 shall be deemed a material breach of the Agreement.

13.4 For the purpose of this clause 13, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 13a person associated with Each Person includes, but is not limited to, any subcontractor of Each Person.

14 MODERN SLAVERY

14.1 Each Person shall:

14.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);

14.1.2 comply with the Company's Supplier Code of Conduct (as notified by the Company to Each Person) or if agreed otherwise in writing by the Company, Each Person shall have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance which have been reviewed and approved by the Company (the "Anti-Slavery Policy");

14.1.3 not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

14.1.4 ensure that each of its subcontractors and suppliers shall comply with the Anti-Slavery Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);

14.1.5 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 14;

14.1.6 implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains;

14.1.7 notify the Company as soon as it becomes aware of: (i) any breach, or potential breach, of the Anti Slavery Policy; or (ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement; and

14.1.8 implement an appropriate system of training and record keeping to ensure compliance with the Anti Slavery Policy.

14.2 Each Person shall complete and respond to the Company's slavery and human trafficking questions and/or due diligence questionnaire that it may request the Each Person to complete and in doing so, Each Person shall ensure that its answers and responses are complete and accurate.

14.3 Each Person warrants and represents that it conducts its business in a manner that is consistent with the Company's Supplier Code of Conduct and the Anti-Slavery Policy.

14.4 A breach of the Company's Supplier Code of Conduct, the Anti-Slavery Policy and/or this Clause 14 shall be a material breach of this Agreement.

15 FACILITATION OF TAX AVOIDANCE

15.1 Each Person shall:

15.1.1 not engage in any activity, practice or conduct which would constitute either: a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017

15.1.2 have and shall maintain in place throughout the term of the Agreement such measures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of Each Person) and to ensure compliance with clause 15.1.1; and

15.1.3 promptly report to the Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Agreement;

15.2 Each Person shall use reasonable endeavours to ensure that any person associated with Each Person who is performing services in connection with the Agreement does so in compliance with obligations equivalent to those imposed on Each Person in clause 15.1 ("Relevant Tax Evasion Terms"). Each Person shall be responsible for the observance and performance by such persons of the Relevant Tax Evasion Terms and shall be directly liable to the Company for any breach by such persons of any of the Relevant Tax Evasion Terms.

15.3 For the purposes of clause 15.1, the meaning of reasonable prevention procedures shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with Each Person includes but is not limited to any subcontractor of Each Person.

16 GENERAL

16.1 This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to it. No amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

16.2 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

16.3 Each of the parties is an independent contractor and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of employer/employee, partnership or of principal/agent nor are the parties engaging in any joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

16.4 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

16.5 If any part of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16.6 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand or by sending the notice by prepaid mail to the address of the relevant party set out in this Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery, if delivered by hand, and within 2 Business Days if sent by prepaid mail.

16.7 No person who is not a party to this Agreement shall have any rights to enforce the terms of this Agreement, save that the Company's Group Companies shall have the right to enforce its terms directly against Each Person.

16.8 This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

17 ANNOUNCEMENT

17.1 Press announcements shall be allowed with regard to the subject matter of this agreement once contract is signed by both parties, and the content has been approved by both parties.

18. SIGNATURE

SIGNED BY THE PARTIES For and on behalf of

Epoints Reward Limited

Signed.....Name..... Title.....

For and on behalf of VP PLC

SignedName:..... Title:.....

SCHEDULE 1: Commercials

Platform Launch Date: xxx

Term: 12 months from the platform launch date, continuing thereafter unless terminated by either party in accordance with Clause 9.

A) License Fee: £xxxp per employee, per month, based on xx employees.

B) Set Up Fee (one-off upfront cost): £xxxxx

C) Epoints purchase: Rewards can be purchased by the company at any time at face value Invoice

Nominated Account: Epoints Rewards Limited Sort Code 60-40-05 Account 32284357

Payment Terms: An invoice will be issued on contract signature, with payment due before platform launch.

Services:

Each Person agree to deliver the following support and services to the Company, on an ongoing basis throughout the term of the Agreement, without limitation and at no additional cost to the Company:

- A) Benefits Platform, Recognition and rewards and engagement surveys.
- B) Recognition system to issue, track and report on recognition e-cards and the Epoints currency
- C) Digital catalog of rewards where employees exchange for a wide range of goods and services and linkable to payroll to facilitate save from salary
- C) Variety of recognition events including but not limited to long service, gifts, incentives both in digital and physical format
- D) Support and Maintenance, System upgrade (bespoke and configured functionalities), account management and Hosting

Names of Authorised Users:

If the Company wishes to change the identity of an Authorised User, it shall notify Each Person.

Name	Location Email

SCHEDULE 2: Maintenance and Support**1. TRAINING**

Each Person shall provide training to such a number of the Company employees as it determines to be necessary. Training schedule includes online training such as live webinars alongside online user guides.

2. MAINTENANCE EVENTS

2.1 Each Person may perform emergency maintenance during the daily window of 10.00 pm to 2.00 am UK time. In addition, Each Person may carry out for unscheduled maintenance, provided that it has given the Company at least three days' advance notice and shall conduct such maintenance outside of Business Hours.

Each Person shall at all times endeavour to keep any service interruptions to a minimum. Notice of all changes, outages, maintenance instances, shall be provided immediately to the Company at <Company email inserted here>.

2.2 Each Person may determine, at its sole discretion, that providing appropriate service levels requires additional equipment and/or bandwidth and may install that equipment and/or bandwidth at Each Person's premises without approval from the Company, at Each Person's own cost.

3. MAINTENANCE

3.1 Maintenance includes all regularly scheduled error corrections, software updates and upgrades.

3.2 Each Person shall maintain and update the Epoints Programme. If the Company determines that the Epoints Programme includes a defect, the Company may at any time file error reports as set out in paragraph 4 below. During maintenance periods, Each Person may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. Each Person shall use all reasonable endeavours to avoid unscheduled downtime for maintenance and shall comply with paragraph 2.2 above.

4. TECHNICAL SUPPORT SERVICES

4.1 Each Person shall provide the Company with technical support services. Only the Authorised Users shall be authorised to contact Each Person for technical support services.

4.2 Each Person technical support shall accept voicemail, e-mail and Zendesk web form-based incident submittal from Authorised Users 24 hours a day, seven days a week. Each Person technical support call centre (or its authorised representative) shall accept calls for telephone support during Business Hours. Each Person shall process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Company. Each Person technical support shall respond to and fix all support requests from Authorised Users within the time periods specified below, according to priority.

4.3 Each Person shall determine the priority of any defect, using one of following priorities:

Priority	Description Response time Target resolution time
1	The entire service is "down" and inaccessible. Priority 1 incidents shall be reported by telephone only. initial response and with Customer co-operation. Within two Four Business Hours. Business Hours.
2	Operation of the services is severely degraded, or major components of the service are not operational and work cannot reasonably continue Priority 2 incidents shall be reported by telephone only. Within four Within 24 hours after Business Hours. initial response.

3	Certain non-essential features of Within 12 Within 72 hours the service are impaired while most Business Hours. Business Days after major components of the service initial response. remain functional.
4	Errors that are, non-disabling or Within 24 Next release cosmetic and clearly have little or no Business Hours impact on the normal operation of the services.

4.4 If no progress has been made on a Priority 1 or Priority 2 incident within the Target Resolution Time, the incident shall be escalated to the Client Relationship Director of Each Person. If the incident is not resolved, then after each successive increment of the Target Resolution Time (for example four Business Hours for a Priority 1 incident, two Business Days for a Priority 2 incident), the incident shall be escalated to the Client Relationship Director, Chief Commercial Officer, followed by the CEO.

4.5 Failure to deal with incidents in accordance with the timelines set out in this clause shall be a material breach, in accordance with clause 9.

5. SERVICE AVAILABILITY

5.1 Each Person shall provide at least a 99.9% uptime service availability level ("Uptime Service Level"). This availability refers to an access point on Each Person's hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as the Company is responsible for its own internet access. Availability does not include Maintenance Events as described in paragraph 1 of Schedule 2, Company-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Each Person to perform the Services), or outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 11 of the Agreement.

5.2 Failure to meet the Uptime Service Level shall be a material breach, in accordance with clause 9

SCHEDULE 3: Fair Use Policy

The Fair Use Policy is set out for the Company when awarding Epoints to members of the Epoints Programme when those members interact with the Company's Employee Recognition Programme.

The latest version of this Policy is effective 19 October 2012. Each Person will provide any updates in writing for Company's written approval.

1. Epoints should be awarded to Members who interact with the Company Employee Recognition Programme – as laid down by the Company.

2. The Company should make clear in the Employee Recognition Programme how many Epoints a Member can collect for each particular transaction or interaction with the Programme.

3. Provided that the Company has sufficient funds in the Epoints Programme account or are otherwise able to pay for the Epoints when such payment is due, there is no maximum and no minimum Epoints that can be awarded to Members.

4. The Company must comply with all Applicable Laws and codes of conduct, including but not limited to those relating to betting, gaming, competitions and free prize draws, when promoting and awarding Epoints.
5. The Company must also comply with the terms of any third party website, including but not limited to social networking sites such as Facebook and Twitter, when promoting and awarding Epoints on those websites.

SCHEDULE 4: Brand Guidelines

Each Person shall make no use of the Company's IP Rights without, in the case of each instance of use, the Company's prior written consent.

Brand guidelines to be provided

SCHEDULE 5: List of Sub Processors

Each Person engages the following third-party sub-processors to support the provision of the Services. In cases where data is processed outside of the UK/EU, appropriate safeguards are implemented to ensure the protection of personal data, including the use of Standard Contractual Clauses (SCCs) approved as a legal mechanism for data transfers by the European Commission and, where applicable, adherence to the Data Privacy Framework or other lawful transfer mechanisms in accordance with the UK GDPR and EU GDPR

The Controller hereby authorizes the use of the following sub-processors:

Company Name	Service Provided	Location
Amazon Web Services	Hosting Supplier	EU
Mailchimp	Marketing email automation and Transactional email delivery platform	USA
Stripe	Payment gateway	EU
Runa	eVoucher provider	EU
Google Analytics	Analytical tracking tool of web page activity	EU

