

ADDITIONAL TERMS AND CONDITIONS – RECOGNITION & REWARD

RECOGNITION

Where the Customer has selected the Recognition Module in the Commercial Terms, the following Additional Terms shall apply.

1. DEFINITIONS

THIRD PARTY MESSAGING APPS a separate, stand-alone accessible application or service (i.e. Microsoft Teams), in each case, licensed to the Customer by a third party that allows the Customer to integrate the Recognition Module into the third party application or service.

2. The Customer represents and warrants that the Customer: (i) has agreed to the terms of service of any Third Party Messaging App(s) ("Terms of Service"); and (ii) the Customer's use of the Third Party Messaging App in relation to the Recognition Module is not in breach of the Terms of Service. **Benefex has no liability to the Customer for the Third Party Messaging App.**

REWARD

Where the Customer has selected the Reward Module in the Commercial Terms, the following Additional Terms shall apply.

1. DEFINITIONS

BUDGET means the annual financial budget allocated by the Customer for the provision of Rewards to its Employees, as amended from time to time by the Customer and notified to Benefex in accordance with these Additional Terms;

FLOAT means the amount, from time to time, of the Budget paid to Benefex less the amount used by Benefex to fund Rewards for the Customer;

FLOAT SCHEDULE means the schedule of payments and dates in relation to the Float as agreed between the parties from time to time;

INDIVIDUAL ACCOUNT means the notional account of each Employee which holds: (i) the balance of the Reward which can be used to purchase a Retailer's Voucher via the Reward platform; and (ii) the Voucher(s) issued via the Reward Platform;

INITIAL FLOAT means the amount of the first Float payment due to Benefex before Rewards may be made available to Employees;

RETAILER means any organisation against whose goods and services a Voucher can be redeemed;

REWARD means the monetary value awarded to an Employee;

REWARD ACCOUNT means the Benefex bank account that Float funds are held in accordance with clause 2.3;

REWARD PLATFORM means the platform Employees are allocated Rewards and can redeem Rewards against Retail Vouchers;

REWARDER means an Employee authorised to give a Reward;

USER TERMS means the user terms governing an Employee's use of the Reward platform, accessible on the Reward website, as amended from time to time;

VOUCHER a digital card purchased by an Employee that can be redeemed at a Retailer; and

VOUCHER FEE £0.50 processing fee applied to each Voucher.

2. FLOAT

2.1 The Customer shall pay to Benefex, in cleared funds:

2.1.1 the Initial Float on or before the Initial Period Start Date; and

2.1.2 the Float in accordance with the Float Schedule.

2.2 If the Customer fails to comply with paragraph 2 and/or paragraph 3 of these Additional Terms, Benefex reserves the right to:

2.2.1 withhold access to the Reward Module from the Customer and the Employees; and

2.2.2 continue to render invoices for the Charges.

- 2.3 Benefex shall hold the Float in a bank account separate from Benefex's trading accounts.
- 2.4 Benefex may only use the funds in the Reward Account for funding Rewards.
- 2.5 Neither the Customer nor its Employees shall be permitted to give any Rewards until Benefex has received the Initial Float.
- 2.6 If there is insufficient Float at any time, Benefex reserves the right:
- 2.6.1 not to credit a Reward to an Employee; and
 - 2.6.2 to communicate with the Employees that no Rewards can be credited to the Employees until further notice.
- 3 VOUCHER FEE**
- 3.1 The Voucher Fees shall be invoiced monthly from the Initial Period Start Date for the Vouchers purchased by Employees in the previous month.
- 4 BUDGET**
- 4.1 The Customer shall give Benefex not less than five Business Days' prior written notice if they wish to change the Budget. Any change to the Budget shall take effect from the first day of the month following notification, subject to:
- 4.1.1 the availability of sufficient Float; and
 - 4.1.2 revisions to the Float Schedule being acceptable to both parties.
- 5 ALLOCATING A REWARD**
- 5.1 When a Rewarder gives a Reward to an Employee:
- 5.1.1 Benefex shall notionally credit the amount of the Reward to the Employee's Individual Account; and
 - 5.1.2 the Customer acknowledges and agrees that: (a) the Float funds shall be reduced by the amount of the Reward, (b) Benefex shall debit the amount of the Reward from the Reward Account, and (c) the funds debited from the Reward Account in accordance with clause 5.1.2(b) will not be credited back to the Reward Account or returned to the Customer for any reason.
- 5.2 An Employee shall only be able to award and receive Rewards through the Rewards Platform.
- 5.3 The Employee may only make and use Rewards in accordance with the User Terms.
- 5.4 When an Employee uses a Reward to select a Voucher, Benefex shall credit the Voucher to the Employee's Individual Account and deduct from the Individual Account the value of the Voucher.
- 5.5 It is the Employee's responsibility to check whether a Voucher is available to the Employee.
- 5.6 All Vouchers are issued subject to the terms of the Retailer. It is the Employee's responsibility to check and comply with the terms of each Voucher.
- 5.7 If a Voucher expires or is forfeited for any reason, the amount of the Voucher will not be: (i) re-credited to the Employee's Individual Account; (ii) re-credited to the Reward Account; or (iii) returned to the Customer.
- 5.8 Subject to the provision of anonymised statistics and analytics as Benefex may make available to the Customer from time to time on a subscription or other basis, the Customer shall not at any time be entitled to access any Individual Account or be entitled to know about an Employee's activity in their Individual Account.
- 6 LIABILITY**
- 6.1 Except to the extent directly caused by an act or omission of Benefex (or its subcontractor involved in the provision of the Reward Module), Benefex is not responsible for:
- 6.1.1 the availability of Vouchers;
 - 6.1.2 the availability, delivery, standard, quality or otherwise of goods or services an Employee may purchase with a Voucher;
 - 6.1.3 the failure of a Retailer to honour a redemption; or
 - 6.1.4 the failure of a Retailer to make certain goods and services available.
- 7 EXPIRY OF AWARD**
- 7.1 Rewards and Vouchers credited to an Employee's Individual Account shall remain available to the Employee until the earlier of: (i) the Customer ends the Employee's access to their Individual Account; (ii) the end of the Agreement; or (iii) the Voucher expires in accordance with the Retailer's applicable terms.
- 7.2 If the Employee fails to use any Reward or Voucher before expiry in accordance with clause 7.1:

- 7.2.1 the amount of all unused Rewards in that Employee's Individual Account will be zero and not re-credited; and
- 7.2.2 the Employee will cease to be able to access any unredeemed Vouchers and these will automatically expire (unless the Employee has retained them in a redeemable form otherwise than in the Reward Platform).

7.3 If the Agreement is terminating, the Customer shall notify the Employees of the date they must use their Rewards and redeem any Vouchers by.

8 CONSEQUENCES OF TERMINATION

8.1 In the event of termination of the Agreement, Benefex shall return to the Customer the balance of the Float held by Benefex within 28 calendar days of the date of termination.