

## CONIQ IQ TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

**“Affiliate”** means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;

**“Agreement”** means these Terms and Conditions together with and the Order;

**“Break Notice Dates”** mean the date(s) on which any validly served written notice to terminate the Order for convenience (pursuant to clause 15.2) shall be deemed to take effect, as specified in the Order;

**“Break Notice Period”** means the period of notice that must be provided by a Party to terminate the Order for convenience (including at the end of the Initial Order Term and any subsequent renewal period), as specified in the Order;

**“Business Day”** means a day other than a Saturday, Sunday or a bank or public holiday in England;

**“Change”** means an amendment to the main body of, or Schedules to, this Agreement or the Order;

**“Charges”** means the charges for the Products and Services set out in the Order or Schedule 2 as amended from time to time;

**“Code”** means discount coupons, vouchers, unique voucher code numbers and/or subscription or loyalty cards provided by or on behalf of the Supplier that will be redeemable through the System.

**“Confidential Information”** means in relation to any Party, any information, data, documents, text, drawings, diagrams, images, sound or other materials in any media, and all other information whether conveyed orally, in writing, in machine readable form or otherwise which relates to that party’s business, products, developments, trade secrets, know-how, processes, methodologies, personnel, suppliers and customers (whether or not designated as “confidential information” by the disclosing party) together with all information derived from the above and all information designated confidential or which ought reasonably to be considered confidential;

**“Contract Start Date”** means the commencement date of this Agreement as specified in the Order;

**“Control”** and its derivatives means the power of a person to secure (i) by means of the holding of shares or the possession of voting power in an entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes;

**“Customer Materials”** means: (a) the means any information, data, documents, text, drawings, diagrams, images, sound or other materials in any media that are supplied to or made available to the Supplier by or on behalf of the Customer in relation to the provision of the Products and Services as identified in Schedule 1 (b) any software or other materials owned by the Customer or licensed to the Customer by a third party which is supplied to or made available to the Supplier under this Agreement in relation to the provision of the Products and Services as identified in Schedule 1; (c) any equipment supplied or made available to the Supplier by the Customer under this Agreement for the purpose of providing the Products and Services; provided however, that Customer Material shall exclude any data, software or other materials or equipment provided by the Supplier, its Affiliates, or third party subcontractors as part of the Products and/or Services;

**“Customer Trademarks”** means all registered and unregistered trade marks, name, and logo of the Customer;

**“Data Controller” (or “Controller”), “Data Processor” (or “Processor”) “Data Subject”, “international organisation”, “processing”, and “Sensitive Personal Data” (or “special categories of Personal Data”)** all have the meanings given to those terms in DP Laws (and related terms such as **“process” and “processed”** shall have corresponding meanings);

**“Delivery Date”** means: (a) for Products the date specified for delivery in the Order or, if no date is specified, a date notified by the Customer to the Supplier in writing reasonably in advance; and (b) for Services the dates specified in the Order or, if no date is specified, a date(s) which result in timely

performance of Services;

**“Delivery Location”** means the location(s) where the Services may be provided as specified in the Order or as otherwise specified by the Customer;

**“DP Laws”** means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, as applicable to the Customer, the Supplier and/or the Services, including:

- a) in the UK:
  - i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; the Privacy and Electronic Communications Directive 2002/58/EC (“ePrivacy Directive”); and the Privacy and Electronic Communications Regulations 2003 as amended;
  - ii) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”), and/or any corresponding, equivalent or supplementary national laws or regulations, once in force and applicable; and
- b) in EU countries: the ePrivacy Directive and the GDPR, and all relevant Member State laws or regulations implementing the ePrivacy Directive and corresponding with, or equivalent or supplementary to the GDPR, once in force and applicable;

**“EPOS Data”** means the data that the EPOS Plug-in Software will extract from the EPoS Systems in accordance with the terms of this Agreement;

**“EPOS Plug-in Software”** means the third party software sourced by the Supplier that will extract pre-determined information from the EPoS Systems;

**“EPoS System”** means the electronic point of sale system used by a Tenant to capture sales and transaction data when selling goods or services to customers of the Tenant at a centre;

**“Force Majeure Event”** means any event arising which is beyond the reasonable control of the affected Party, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, Supplier Personnel, or any other failure in the Supplier’s supply chain (except for a failure of a contractor in a supply chain caused by an equivalent force majeure event of that contractor);

**“Good Industry Practice”** means in relation to any undertaking and any circumstances, the exercise of the degree of professionalism, skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

**“Group”** means in relation a Party, that Party and its Affiliates from time to time;

**“Initial Term”** means the initial term of the Order, as set out in the Order;

**“Insolvency Event”** means in relation to either Party, that that Party: (a) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets; (d) becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986; or (e) is subject to an analogous event to the foregoing in any jurisdiction;

**“Intellectual Property Rights”** means all intellectual property rights of whatever nature including, without limitation, patents, trade marks, unregistered trade names, service marks, logos, get up, trade names, internet domain names, rights in designs, copyrights (including rights in computer software) and moral rights, database rights and rights protecting goodwill in the United Kingdom, semi-conductor topography rights, utility models, rights in know-how, rights to prevent passing off, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

**“Launch Date”** means the date at which members of the general public and brands are invited to participate in marketing or data collection activities using the Products or Services, and does not include design, preparation and scoping work, including but not limited to development of mobile applications, preparations

of business cases and testing.

**“Moral Rights”** means the moral rights as may be conferred by legislation enacting Chapter IV of Part 1 of the Copyright, Designs and Patents Acts 1988 or analogous rights as may be applicable under the regulations of any jurisdiction, and any performance or lending rights of individuals as may be applicable under any regulations of any jurisdiction;

**“Order”** means the order for Products and/or Services agreed between the Parties in accordance with clause 2 to which these Terms and Conditions are attached;

**“Party”** means the Customer and/or the Supplier, and “Parties” shall be construed accordingly;

**“Performance Standards”** means the standards set out in Schedule 3;

**“Platforms and Software”** has the meaning given to it in Clause 11.4;

**“Products”** means the goods, documents, materials or other deliverables (including any accompanying documentation), as further described in Schedule 1 and specified in the Order;

**“Regulations”** means all laws and regulations or other statutory requirements (including the Data Protection Act 1998) applicable to the issue and use of the Code and the transfer or use of any information in relation thereto, as from time to time amended, and any Regulations from time to time replacing, extending, consolidating or amending the same;

**“RPI”** means the All Items Retail Price Index as published by the Central Statistical Office of HM Treasury from time to time;

**“Services”** means the technology, development, implementation, consultancy and / or other services to be provided to the Customer by the Supplier, as further described in Schedule 1 (as may be amended from time to time) and specified in the Order;

**“Supplier Materials”** means any know-how, tools, methodologies, information, data, documents, text, drawings, diagrams, logos, images, sound, software, or other materials or equipment, used by the Supplier in the provision of the Products and/or Services or made available or supplied to the Customer under this Agreement, excluding the Customer Materials;

**“Supplier Personnel”** means any individuals used by the Supplier in supplying the Products and/or Services, and/or from time to time, including subcontractor personnel;

**“Supplier Trademarks”** means all trademarks owned by the Supplier, including but not limited to Codilink, Coniq, Social Rocket and Coniq;

**“Supply Commencement Date”** means the date(s) for the commencement of the supply of Products and/or Services (as applicable) as specified in the Order;

**“System”** means a technology platform which permits the generation of unique voucher numbers, the assigning of specific business rules for the redemption of these voucher numbers, the validation of the voucher numbers, the data collected from the tenant EPOS, whether connected to a Code or not, and the subsequent analysis and reporting of all these Transactions;

**“Term”** has the meaning given to it in the clause 15.1;

**“Terms and Conditions”** means these standard terms and conditions, including the Schedules;

**“Transaction”** means the collection of data from the Tenant EPOS via the System, the registering of a Code via the System, the authorisation of such Code via the System and, if specified as part of the Services in Schedule 1, making available information from the System to confirm such authorisation as set out in Schedule 1;

**“Transfer Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (including the Transfer of Employment (Pension Protection) Regulations 2005) and any other laws and regulations related to employment, including duties to inform and consult; and

**“Works”** has the meaning given to it in clause 11.1.

## **2. STRUCTURE AND ORDERS**

2.1 The Supplier shall, during the Term, provide to the Customer:

- 2.1.1 any Products to the Delivery Location on or by the Delivery Date (if any); and
  - 2.1.2 any Services on or by Delivery Date, and in accordance with the Performance Standards, in each case in accordance with the terms of this Agreement.
- 2.2 The Supplier shall commence supplying the Products and Services under the Order from the Contract Start Date or, if later, any Supply Commencement Date set out in the Order.
- 2.3 Unless otherwise agreed in advance in writing with the Customer, the Supplier will not be obliged to provide any services which are outside the scope of the Services.
- 2.4 If there is any conflict or inconsistency between the terms of these Terms and Conditions, any Schedules, the Order, or any other documents attached to, incorporated in, or otherwise referred to in this Agreement, the terms of these Terms and Conditions shall take precedence, unless the Schedule or other document is expressly stated to take precedence over these Terms and Conditions.
- 3. PROJECT MANAGEMENT**
- 3.1 Each of the Parties shall appoint a relationship manager who will be that Party's primary point of contact in respect of the Products, the Services and this Agreement and who may be changed on written notice to the other Party from time to time.
- 3.2 The Supplier shall prepare, deliver and make available to the Customer such reports, management information and other information relating to the Products and Services as may be described in Schedule 1 at such times and in such form as may be required by Schedule 1, or as otherwise reasonably required by the Customer.
- 4. PRODUCTS AND SERVICES**
- 4.1 The Supplier shall measure and report its performance against the Performance Standards on an annual basis in accordance with the procedures agreed between the Parties in writing from time to time.
- 4.2 If the Services are not provided so as to meet or exceed the Performance Standards, the Supplier will, without prejudice to the Customer's other rights and remedies:
  - 4.2.1 notify the Customer promptly in writing of the failure to meet the Performance Standards;
  - 4.2.2 arrange all additional resources necessary to perform the Service in accordance with the Performance Standards as soon as possible and at no additional charge to the Customer;
  - 4.2.3 remedy the failure within the time limits for doing so specified in Schedule 3; and
  - 4.2.4 where applicable, re-perform any non-conforming Services at the request of the Customer at no additional charge.
- 4.3 Subject to clause 14.5, clause 4.2 sets out the Customer's full and exclusive right and remedy, and Supplier's only obligation and liability, in respect of any failure by the Supplier to meet or exceed the Performance Standards.
- 4.4 The Supplier will not be liable for any failure to provide the Services which arises as a result of the failure or delay by the Customer in complying with its obligations as set out in this Agreement. The Customer will, upon demand, reimburse the additional costs and expenses reasonably incurred by the Supplier in connection with, and all timeframes (including the Delivery Date) shall be extended to account for, such delay or failure by the Customer.
- 4.5 Notwithstanding Clause 22.3, the Supplier may, from time to time and without notice, change the Services in order to comply with any Regulations applicable to the Supplier's business and/or the provision of the Services, provided that such changes do not to a material extent detrimentally affect the nature, or scope of, the Services, or the Charges, provided that: (a) any increase in the Charges will be subject to the Customer's prior written approval; (b) any changes to the Services required due to a change in Regulations affecting the Services (which do not relate solely to the Customer's business and operational requirements) will be implemented at the Supplier's cost. If the Supplier requests any change to the scope of the Services for any other reason, and provided that such change will not result in any material: (i) detriment to the Services; or (ii) increase in the Charges, then the Customer will not unreasonably withhold or delay consent to it.

- 4.6 The Customer shall maintain and return to Supplier all Products in the same state and condition as they were when provided to the Customer by the Supplier. In the event that the Customer breaks, loses, or damages any Products following their delivery to the Customer by or on behalf of the Supplier, the Customer shall pay to the Supplier promptly on notice the product replacement fee of £150.
- 4.7 The Supplier shall: (a) be present at the Delivery Location on the Delivery Date to receive delivery of any Products from the Supplier (or the Supplier's nominated logistics provider), and (b) make the Products available for collection by the Supplier (or the Supplier's nominated logistics provider) on such date following the termination or expiry of this Agreement as is reasonably specified by the Supplier.
- 4.8 The Supplier shall not have done, or in performing his obligations under the Agreement, shall not do, any act or thing that contravenes the United Kingdom Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

## **5. ACCEPTANCE**

- 5.1 The Customer will be deemed to have accepted the Services upon the earlier of the following:
- 5.1.1 30 days after delivery of the Services to the Customer; or
  - 5.1.2 the date on which the Customer first uses the Services including without limitation making the Services available for use by members of the public.

## **6. CUSTOMER RESPONSIBILITIES**

- 6.1 The Customer will:
- 6.1.1 promptly provide to Supplier and/or its consultants, employees and agents such information, assistance, instructions, review, cooperation, and feedback as they may reasonably require in order to be able to carry out the Services and otherwise perform the Supplier's obligations under this Agreement, and appoint a representative who is fully empowered and authorised to provide the same;
  - 6.1.2 where the Supplier is to provide any Services at the Customer's premises or the Delivery Locations, the provide without charge suitable office accommodation, materials, equipment and support services (including use of telephone and support services) which the Supplier and/or its consultants, employees and agents may require in order to carry out the Services;
  - 6.1.3 where required to under an Order, supply to the Supplier the Customer Materials in accordance with any timescales set out in that Order, or if no timescales are set out in the Order, within a reasonable time taking account of the obligations of the Supplier; and
  - 6.1.4 comply with, and perform, any obligations placed upon it in Schedule 1 or an Order.
- 6.2 The Customer warrants that the Customer Materials will be accurate in all material respects and will not knowingly include any material which is illegal or the accessing, holding, transmitting or supplying of which would be a criminal offence or otherwise unlawful or in breach of any laws or codes of practice which may apply to the Customer Materials. In particular the Customer warrants that all necessary licences, consents and waivers (including those from all rights owners, performers and other contributors) will be obtained and paid for by the Customer. Without prejudice to the foregoing, the Supplier may decline to use any Customer Materials on any reasonable grounds.
- 6.3 The Customer will not use the Services for any end use which is, or may be construed as being: (a) illegal in the geography where the usage is taking place, (b) contrary to the statutory rights or interests of third parties; or (c) contrary to the ongoing business interests of the Supplier or any of its Affiliates.

## **7. CUSTOMER PREMISES**

- 7.1 The Customer grants the Supplier and the Supplier Personnel a licence to enter and remain on the Customer's premises solely to the extent necessary to perform the Services, provided that such licence shall not be considered a right to occupy the Customer's premises.

- 7.2 Where the Supplier Personnel are required to enter the Customer's premises, the Supplier shall make such Supplier Personnel aware of, and ensure that they observe, the site rules and safety regulations applicable at such premises (provided that such rules and regulations have been notified to the Supplier by the Customer in advance).
- 7.3 The Customer may remove from the Customer's premises any Supplier Personnel who disobey the site rules and safety regulations, misconduct themselves, or act or perform their duties generally in a manner that is unsatisfactory in the reasonable opinion of the Customer.

## **8. SUPPLIER RESPONSIBILITIES**

- 8.1 The Supplier shall:
- 8.1.1 maintain such authorisations and all other approvals, permits and authorities required by it from time to time to perform with its obligations in accordance with this Agreement; and
  - 8.1.2 comply with any security requirements for access to any of the Customer Materials (provided that such rules and requirements have been notified to the Supplier by the Customer in advance).

## **9. WARRANTIES**

- 9.1 Each Party warrants that it has full power, capacity, and authority to enter into and perform this Agreement.
- 9.2 The Supplier warrants that:
- 9.2.1 neither the supply by the Supplier nor the use in accordance with this Agreement, of the Products, Services or Supplier Materials will infringe the Intellectual Property Rights of any person (but excluding any infringement resulting from the infringement of Intellectual Property Rights of items originally supplied or made available by the Customer to the Supplier); and
  - 9.2.2 the Services will:
    - (a) be performed by a sufficient number of appropriately experienced, qualified and trained professional service personnel, with reasonable care and skill, in accordance with Good Industry Practice;
    - (b) provide the functions and meet the Performance Standards set out in Schedule 3;
    - (c) be of reasonably satisfactory quality; and
    - (d) be free from material defects in materials, workmanship and installation.
- 9.3 The Supplier will:
- 9.3.1 only be liable for a breach of the warranty in clause 9.2 where the Customer notifies the Supplier in writing of a failure within thirty (30) days of the performance of the relevant Services;
  - 9.3.2 where the Customer makes a valid claim against the Supplier based on the failure of the Customer to comply with the warranty in clause 9.2, at the Supplier's own option, take such steps as it deems necessary to remedy such failure or refund such part of the Charges as relates to such Services, provided that the liability of the Supplier under the warranty in clause 9.2 will in no event exceed the Charges paid by the Customer in respect of such Services; and
  - 9.3.3 if the Supplier complies with clause 9.3.2, have no further liability for a breach of the warranty in clause 9.2 in respect of the provision of the Services and/or Products.
- 9.4 In the event the manufacturer of any of the Products provides any warranties in respect of the Products, the Supplier shall pass on to the Customer the full benefit of such warranties. If the Customer, within any applicable warranty period, gives notice in writing to the Supplier of any defect in any of the Products as may have arisen during such warranty period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Customer may have) as soon as reasonably possible remedy such defects (whether by repair or replacement as the Supplier shall

elect) without cost to the Customer.

- 9.5 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from this Agreement to the fullest extent permitted by law.

## **10. CHARGES**

- 10.1 The Supplier shall invoice, and the Customer shall pay the Supplier, the Charges as set out in, and in accordance with Schedule 2. Save as otherwise expressly set out in this Agreement:
- 10.1.1 the Charges are the only sums payable by the Customer for the Supplier's performance of its obligations under this Agreement;
  - 10.1.2 subject to clause 10.1.3, the Charges for Products or Services shall be invoiced annually in advance for any Products to be delivered in that year or Services to be provided in that year;
  - 10.1.3 any Charges subject to the meeting of a milestone and/or delivery date or other compliance with this Agreement shall only be charged when the relevant triggering event has occurred; and
  - 10.1.4 the Customer shall pay all invoices which are valid, properly due, and undisputed within 30 calendar days of receipt by the Customer.
- 10.2 Without prejudice to any other remedies that it may have in this regard, the Supplier will be entitled to recover the amount of any undisputed invoice remaining unpaid after the relevant due date together with interest of four percent (4%) per annum above the base rate of Barclays Bank plc in the UK, calculated on a daily basis and compounded quarterly in arrears, until the recovery is made in full. If invoices are not settled by the Customer in full by the relevant due date then:
- 10.2.1 the Supplier may suspend provision of the Services until payment is made; and
  - 10.2.2 if the Customer has not paid in all outstanding sums in full within 30 days of receipt of notice of late payment from the Supplier, the Supplier may terminate this Agreement immediately.
- 10.3 Where the Supplier agrees in writing to provide additional services to the Customer, or where the Customer changes its requirements and the Supplier agrees to accept that change, or where the Supplier incurs additional obligations or time as a consequence of the Customer's failure to comply with its obligations under this Agreement, the Customer will pay for such additional services, changes, additional obligations or time at the standard rates of the Supplier from time to time in force applicable thereto.
- 10.4 The Charges and other amounts payable by the Customer pursuant to this clause 10 are exclusive of:
- 10.4.1 VAT and other tax duties and rates;
  - 10.4.2 bank or currency exchange charges incurred due to payments being made from countries outside of the UK or in currencies other than pounds sterling,
- which will be payable by the Customer in addition to the Charges where applicable.
- 10.5 All Charges in this Agreement are subject to indexation by the increase in the RPI on each anniversary of the Contract Start Date. In addition, at least 45 days prior to the end of the Initial Term or then-current renewal period of the Term, the Supplier may give written notice of a change to the Charges. Such change to the Charges will automatically take effect upon renewal of the term.
- 10.6 Where appropriate, the Charges shall include the cost of instruction of the Customer's personnel in the use of the Products, such instruction to be in accordance with the requirements of this Agreement and as specified in an Order or this Agreement.

## **11. INTELLECTUAL PROPERTY**

- 11.1 All Intellectual Property Rights in the platforms and software developed by the Supplier for the management and distribution of information, the generation and distribution of unique voucher code numbers and the reading, decoding and validation in real-time of said codes, for use, among others, as

discount coupons, loyalty programs, invitations or event tickets or any other use and all Intellectual Property Rights in the Aggregated Data (the “Works”) will (as between the Parties) vest in and be the property of the Supplier, and nothing in this Agreement will assign to the Customer or to any third party any such Intellectual Property Rights.

- 11.2 The Supplier shall not destroy or disclose to a third party Customer Materials save as authorised by the Customer in this Agreement or in writing by the Customer. All Intellectual Property Rights and other ownership rights in the Customer Materials shall be retained by and vest in the Customer. All Intellectual Property Rights and other ownership rights in the Supplier Materials shall be retained by and vest in the Supplier. Notwithstanding anything to the contrary in this agreement, the Supplier Materials shall include any Aggregated Data.
- 11.3 The Customer hereby grants (or will procure the grant) to the Supplier a royalty-free, non-transferable, non-exclusive licence during the Term to use and copy, modify or amend any Customer Materials as required for the Supplier to perform its obligations under the Agreement.
- 11.4 In accordance with this Agreement and for the duration of the same, the Supplier hereby grants to the Customer:
  - 11.4.1 a non-exclusive, non-transferable licence to the use of the platforms and software owned or operated by the Supplier that are used by the Supplier in the provision of the Services (“Platforms and Software”) solely for internal business purposes; and
  - 11.4.2 a perpetual, worldwide, irrevocable, royalty-free, non-exclusive, transferable, sub-licensable licence to use the Supplier Materials in any deliverables, which are not goods.
- 11.5 The Customer will notify the Supplier of any act or information that comes to its attention that could imply an infringement by third parties of the Intellectual Property Rights of the Supplier, or that could threaten the integrity of such rights.
- 11.6 The Customer will not:
  - 11.6.1 challenge, place in doubt or deny the rights of the Supplier over its technology, and will not collaborate with third parties with the same aim, and will do everything reasonably possible to defend the rights of the Supplier; and
  - 11.6.2 and shall not agree with any third party that the third party will:
    - (a) modify, copy, duplicate, or create derivative works of any aspect of the Platforms and Software;
    - (b) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code in connection with any aspect of the Platforms and Software;
    - (c) access the Platforms and Software in order to: (i) build a competitive product or service; (ii) build a product using the same or similar ideas, features, functions or graphics of the Platforms and Software; or (ii) copy any ideas, features, functions or graphics of the Platforms and Software; and/or
    - (d) attempt to obtain, or assist third parties in obtaining, access to the Platforms and Software other than as provided under this Agreement.
- 11.7 The Supplier Trademarks are a trademarked brands registered to the Supplier and/or its Affiliates. In accordance with this Agreement, the Supplier authorises the Customer, during the period of this Agreement, to use its commercial name and logo in its public communications, advertisements or any other method of communication, in reference to the Services, providing that said communications comply with the specific applicable legislation and in accordance with the Supplier’s written instructions from time to time.
- 11.8 The Customer authorises the Supplier, during the period of this Agreement, to use the Customer Trademarks in its public communications, advertisements or any other method of communication, in reference to the Services, providing that said communications comply with the specific applicable legislation and the Customer has approved such use in advance.
- 11.9 To the extent ownership vests otherwise than in accordance with clauses 11.1 and 11.2, the Supplier hereby irrevocably assigns all Intellectual Property Rights in the Customer Materials (and shall



procure any sub-contractors assign) to the Customer free from any charge, lien, encumbrance or other right in favour of any third party, and the Customer hereby irrevocably assigns all Intellectual Property Rights in the Supplier Materials (and shall procure any contractors assign) to the Supplier, free from any charge, lien, encumbrance or other right in favour of any third party. Each Party shall procure that its employees and persons at its sub-contractors and contractors irrevocably waive any Moral Rights or similar rights in respect of materials to be owned by the other Party.

- 11.10 Notwithstanding anything to the contrary in the Agreement, the Supplier shall be permitted to analyse and utilise anonymised data for any purpose (Aggregated Data).

## **12. CONFIDENTIALITY**

- 12.1 Each Party ("Recipient") undertakes to treat as confidential all Confidential Information of the other Party ("Disclosing Party").
- 12.2 The Recipient may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, subcontractors, agents, third party suppliers and professional advisers ("Permitted Users") with access to the Confidential Information only to the extent and as required for the performance of this Agreement, the use of the Products, and/or the receipt of the Services. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement and complies with such obligations of confidence. Each Party will (unless contrary to law): (i) not disclose any Confidential Information to any third party without the prior written consent of the other, except to such persons and to such extent as may be strictly necessary for the performance of this Agreement, and (ii) not use any Confidential Information otherwise than for the purposes of this Agreement.
- 12.3 This clause 12 shall not apply to any information which:
- 12.3.1 enters the public domain other than as a result of a breach of this clause;
  - 12.3.2 is received from a third party which is not known (and ought not to be known) to the Recipient to be under a confidentiality obligation in respect of that information;
  - 12.3.3 is independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or
  - 12.3.4 was lawfully in the possession of the Recipient prior to disclosure (as evidenced by the records of the Recipient).
- 12.4 The Recipient may disclose Confidential Information where required to do so by any Regulation. In these circumstances, the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

## **13. DATA PROTECTION**

- 13.1 In respect of the Personal Data, the Parties agree that the Customer is the Data Controller and the Supplier is a Data Processor.
- 13.2 The Parties will each comply with the provisions of the DP Laws with respect to each Party's rights and obligations under this Agreement.
- 13.3 In respect of any Personal Data provided by the Customer to the Supplier, the Supplier, will (and will procure that any person acting under its authority who has access to Personal Data, including any sub-processor):
- a) only process Personal Data in accordance with documented instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Customer to the Supplier during the term of this Agreement) unless the Supplier is required by applicable laws to otherwise process that Personal Data. Where the Supplier is relying on the laws of a member of European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the applicable

- laws, unless those applicable laws prohibit the Supplier from so notifying the Customer;
- b) only process Personal Data to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
  - c) not otherwise 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 unless specifically authorised in writing by the Customer;
  - d) not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the DP Laws;
  - e) notify the Customer as soon as practicable (and in any event within timeframes which enable the Customer to meet its obligations under Article 33 of the GDPR) in respect of any data breach;
  - f) cease processing the Personal Data immediately upon the termination or expiry of this Agreement and at the choice of the Customer, delete or return all Personal Data to the Customer and delete existing copies unless the laws of a member of European Union or European Union law requires storage of the Personal Data.
- 13.4 The Supplier shall implement and maintain, at its own cost and expense, appropriate technical and organisational measures in relation to the processing of Personal Data by or on behalf of the Supplier.
- 13.5 The Supplier shall provide support and assistance to the Customer in the case of a security breach and taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, to respond to requests from Data Subject's exercising their rights laid down in DP Law as set out in Schedule 4.
- 13.6 The Supplier shall assist the Customer in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier.
- 13.7 The Supplier will ensure that the Supplier Personnel processing Personal Data have signed binding written contracts requiring them to keep the Personal Data and the details of the processing confidential.
- 13.8 The Supplier shall not (and shall procure that any sub-processor shall not) transfer any Personal Data to any country outside the EEA, to any international organisation or to any recipient outside of the EEA (an "**International Recipient**") without the Customer's prior written consent. If the Customer consents, the Supplier shall ensure that such transfer (and any onward transfer):
- a) is pursuant to a binding written contract, including provisions relating to security and confidentiality of the Personal Data; and
  - b) otherwise complies with the DP Laws.
- 13.9 The Customer consents to the Supplier's use of its Supplier Group Company based in Macedonia (namely Codilink DOOEL) and Spain (namely Codilink SL) to provide Services, provided that the relevant Supplier Group Company:
- a) does not store Personal Data outside of the EEA;
  - b) has received the Personal Data in compliance with DP Laws; and
  - c) in respect of Codilink DOOEL only, such entity has entered into the EU model contract for the transfer of personal data to third countries;
  - d) otherwise complies with the DP Laws in its processing of the Personal Data.
- 13.10 The Customer warrants that it has obtained all necessary consents from Data Subjects in respect of Personal Data it provides to the Supplier under this Agreement.

#### **14. INDEMNITIES AND LIMITATION OF LIABILITY**

- 14.1 The provisions of clauses 14 and 9 set out the entire liability of the Supplier and its Affiliates (including any liability for the acts or omissions of its and their consultants, employees, agents and authorised representatives) to the Customer in respect of:
- a) any breach of this Agreement; and
  - b) any representation, statement, or tortuous act or omission (including negligence) arising under or in connection with this Agreement.
- 14.2 The Supplier will indemnify the Customer against any losses, damages, costs, liabilities and expenses (including legal expenses) arising out of a claim by a third party that use of the Platforms and Software by the Customer in accordance with Clause 11.4 (a) infringes the Intellectual Property Rights of such third party.
- 14.3 The Customer will indemnify the Supplier and its Affiliates against any losses, damages, costs, liabilities and expenses (including legal expenses) arising out of a claim by a third party that use of the Customer Materials by the Supplier, its Affiliates, or their subcontractors in accordance with clause 11.3 infringes the Intellectual Property Rights of such third party.
- 14.4 Each Party undertakes that, if any claim, demand or action is made or threatened by any third party that may give rise to a claim for an indemnity under this Agreement, then that Party will (as the case may be):
- 14.4.1 notify the indemnifying Party in writing of such claim, demand or action as soon as is reasonably practicable after becoming aware of any claim which is or may be covered by an indemnity given by the indemnifying Party in this Agreement;
  - 14.4.2 notify the indemnifying Party in writing of such claim, demand or action as soon as is reasonably practicable after becoming aware of any claim which is or may be covered by an indemnity given by the indemnifying Party in this Agreement;
  - 14.4.3 allow the indemnifying Party (if the indemnifying Party so requests) the conduct and control (at the indemnifying Party's cost) of the defence of such claims and any related settlement negotiations;
  - 14.4.4 promptly give the indemnifying Party (at the indemnifying Party's cost) all reasonable co-operation, assistance and information which may be relevant; and
  - 14.4.5 not admit, defend, compromise, negotiate or settle the claim or action without the written consent of the indemnifying Party (such consent not to be unreasonably withheld).
- 14.5 Nothing in this Agreement excludes or limits the liability of the Supplier or its Affiliates for: (a) death or personal injury caused by the negligence of the Supplier or its Affiliates, (b) fraud, or (c) for any other liability which cannot be excluded or limited by applicable law.
- 14.6 Subject to clauses 9.5 and 14.5:
- 14.6.1 the total aggregate liability of the Supplier and its Affiliates in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the amount of the sums paid by the Customer to the Supplier pursuant to this Agreement (excluding VAT and expenses) during the twelve months preceding the date on which the first claim arises; and
  - 14.6.2 the Supplier and its Affiliates (including their respective employees, agents or authorised representatives) will not be liable to the Customer in contract, tort, misrepresentation or otherwise (including negligence), for any:
    - (a) loss of profits, loss of business, loss of data, depletion of goodwill and/or similar losses or pure economic loss (whether direct, indirect or consequential); or
    - (b) payments made, or damages payable, to a member of any Customer Affiliate; or
    - (c) indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever.

## **15. TERM AND TERMINATION**

- 15.1 This Agreement shall take effect on the Contract Start Date and shall continue for the Initial Term, following which time it shall renew automatically for further consecutive periods equal to (and subject to the same Break Notice Dates and Break Notice Periods as) the Initial Term, (the “Term”), unless earlier terminated in accordance with clauses 15.2, 15.3, or otherwise in accordance with the terms of this Agreement
- 15.2 Either Party may terminate this Agreement for convenience by providing to the other Party written notice during a Break Notice Period, such written notice to expire on a Break Notice Date.
- 15.3 Either Party may terminate this Agreement, or part thereof, on fourteen (14) days’ written notice by notifying the other Party in writing if:
- 15.3.1 there is an Insolvency Event of that other Party;
  - 15.3.2 the other Party has committed a material breach of this Agreement which is (i) irremediable; or (ii) capable of remedy and it has failed to remedy the breach within thirty (30) days of receiving notice to do so;
  - 15.3.3 the other Party commits a series of breaches of this Agreement and, collectively, the breaches constitute a material breach of this Agreement; and/or
- 15.4 Without prejudice to any rights of termination or suspension set out elsewhere in this Agreement, the Supplier may immediately terminate this Agreement (or, at its option, any part of it) by notice in writing to the Customer if the Customer fails to pay to the Supplier any sum due under this Agreement within 30 days or receipt of notice of late payment from the Supplier as set out in clause 10.2.2.

## **16. CONSEQUENCES OF TERMINATION**

- 16.1 On expiry or termination of this Agreement (or part thereof):
- 16.1.1 each Party shall return to the other Party or destroy (at that other Party’s election) all Confidential Information, property, and equipment (as applicable) of such other Party provided by that other Party (and any copies of the same);
  - 16.1.2 the Supplier shall provide reasonable assistance in transferring the Services and otherwise to ensure an effective handover of all work then in progress to the Customer or any Incoming Supplier;
  - 16.1.3 all licences granted by the Supplier or its Affiliates under this Agreement will terminate automatically; and
  - 16.1.4 the Customer will forthwith pay all outstanding invoices raised by the Supplier pursuant to this Agreement and pay upon demand for all work in progress not previously paid for on a reasonable pro-rata basis (subject to receipt of an invoice for the same from the Supplier) and any reasonable costs and expenses, which cannot reasonably be avoided or mitigated, incurred by the Supplier in connection with the Services terminated prior to their provision. The Customer will not be entitled to receive a refund for any payments already made to the Supplier under this Agreement.
- 16.2 Any outstanding Product deliveries or supplies of Services that have not been made by the date of termination shall be cancelled.
- 16.3 Expiry or termination of this Agreement shall not affect a Party’s rights and obligations accrued prior to the time of expiry or termination.
- 16.4 Clauses or other provisions expressed or implied to survive expiry or termination shall continue to be enforceable notwithstanding expiry or termination including the following: clauses 4.3, 4.4, 4.6, 4.7, 9, 10.2, 11, 12, 13, 14, 16, 18, and 22.

## **17. FORCE MAJEURE**

- 17.1 Neither Party shall be liable to the other under this Agreement or any Order if it is prevented from or delayed in performing any of its obligations under this Agreement, or from carrying on its business,

by a Force Majeure Event

- 17.2 If a Force Majeure Event affects the Customer, the Customer shall be entitled to suspend partially or totally the Delivery Date(s) until such time as the Force Majeure Event has ceased, and such suspension shall not give rise to any claim by the Supplier against the Customer nor entitle the Supplier to terminate this Agreement.

## **18. TUPE**

- 18.1 The Supplier warrants to the members of the Customer that no employees of the Supplier, its Affiliates and any supplier thereto (direct or indirect) ("Supplier Party") are or will be eligible to transfer to the employment of any Customer under the Transfer Regulations (or that any liability in connection with such employees will so transfer) in connection with the termination of Services (or any part thereof).
- 18.2 The Supplier shall indemnify the Customer against all liability, losses, costs and expenses arising in connection with the operation of Transfer Regulations or any right, assertion or claim by an employee of the Supplier or any employee representative that the Customer has obligations, duties to or is otherwise liable to him or her under Transfer Regulations.

## **19. INSURANCE**

- 19.1 Unless otherwise agreed with Customer, the Supplier shall take out and maintain all insurances required by any law, regulation or guideline, and shall take out and maintain:
- 19.1.1 public liability insurance cover with a minimum cover of at least five million (£5,000,000);
  - 19.1.2 product liability insurance with a minimum cover of such amount as is reasonable for the type of Products to be supplied; and
  - 19.1.3 professional indemnity insurance with a minimum cover of at least five million (£5,000,000).
- 19.2 The Supplier shall produce to Customer at any time on its request, a copy of any aforementioned insurance policy.

## **20. ASSIGNMENT**

- 20.1 The Supplier shall not assign, transfer, charge or otherwise deal with any of its rights under this Agreement without the prior written consent of the Customer.
- 20.2 The Customer may assign, transfer, charge or otherwise deal with any of its rights under this Agreement and novate any of its obligations under this Agreement to any purchaser of the business or assets (or part thereof) of the Customer subject to the Supplier's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

## **21. SUBCONTRACTING**

- 21.1 The Parties acknowledge and agree that the Supplier's obligations under this Agreement may, at the Supplier's sole discretion, be performed by any of the Supplier's Affiliates or subcontractors on its behalf, in which case:
- 21.1.1 the Supplier shall remain solely liable to the Customer for the performance of the Supplier's obligations under this Agreement, and shall be responsible for the subcontractors' acts, errors or omissions as if they were its own acts, errors or omissions; and
  - 21.1.2 such Affiliate(s) or subcontractors shall receive the benefit of all rights expressed to be in favour of the Supplier under this Agreement (and references to "the Supplier" in this Agreement shall be deemed to include such Affiliate(s) only to the extent that such rights are necessary to the provision of the Services, as the context requires).

## **22. GENERAL**

- 22.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any other agreement between the Parties relating to the subject matter which this Agreement covers. In entering into this Agreement each Party acknowledges and agrees that it has not relied on any

statements, promises, or representations (whether negligent or innocent) made by the other Party. Nothing in this clause 22.1 shall limit or exclude liability for fraud.

- 22.2 Except as expressly set out in this Agreement, no failure or delay by a Party in exercising any right or remedy provided by law or under this Agreement shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy. The rights of the Parties under this Agreement are cumulative, may be exercised as often as the relevant Party considers appropriate.
- 22.3 No amendment, variation or waiver of this Agreement shall be valid unless agreed in writing and duly executed by or on behalf of both Parties.
- 22.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall nevertheless remain in full force and effect. The Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 22.5 Except as expressly provided in this Agreement, a person who is not Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 22.6 Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of any agency, partnership or employer and employee between the Customer and the Supplier or between the Customer and any Supplier Personnel, nor authorise any Party to make or enter into any commitments for or on behalf of any other party.
- 22.7 Any notice to be given or made by either Party under or in connection with this Agreement must be in writing and may be delivered by hand, sent first class post, or sent by facsimile transmission to the address of the other Party appearing on page 1 of this Agreement, or any other address notified in writing from time to time by the Parties. Every notice, if so addressed, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant Party, if sent by prepaid first class post, five Business Days after the date of posting, if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) and if transmitted by email, at the time of transmission provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 p.m. on a Business Day, such notice will be deemed to be given or made at 9.00 a.m. on the next Business Day.
- 22.8 This Agreement and any Order may be executed and delivered by each Party in separate counterparts (including by facsimile or PDF), each of which shall be deemed an original counterpart. All counterparts shall together constitute one and the same agreement.
- 22.9 This Agreement and any non-contractual obligations arising from compliance with this Agreement shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof.

## Schedule 1

### Products and Services

The Parties have agreed that the Supplier (“**Coniq**”) shall provide the Customer with the following products and services

1. Coniq will provide log-in details to the Coniq marketing and CRM platform hosted at [www.coniq.com](http://www.coniq.com) (the “Platform”). The Platform may provide access to any of the following products, as applicable on the relevant Order Form:
  - 1.1. IQ CRM
    - 1.1.1. CRM Rewards Manager consists of the following areas:
      - 1.1.1.1. Rewards creation Portal: allows users to create, retrieve, update and delete rewards which exists within the Coniq CRM and can be scanned by a Coniq Scanner.
      - 1.1.1.2. Rules Manager : allows users to create, retrieve, update and delete rules stating when and where a reward can be used by a consumer, based on frequency, location and time and date of redemption of reward
      - 1.1.1.3. Retailer Offers and Rewards CMS: allows users to create, retrieve, update and delete details on rewards, including description and images
    - 1.1.2. CRM Email Manager allows users to:
      - 1.1.2.1. create, retrieve, update and delete email templates, including 3 pre-built email templates
      - 1.1.2.2. send up to 200,000 emails per month. Additional emails may incur a charge.
    - 1.1.3. CRM Reporting Manager allows users to:
      - 1.1.3.1. Retrieve interactive performance analysis in near real time on results of activities on the Platform, including number of rewards scanned.
      - 1.1.3.2. Retrieve reporting on consumer terms and conditions for consent purposes
      - 1.1.3.3. send a non-editable report via email directly to all retailers giving a performance overview on a weekly basis.
      - 1.1.3.4. Send a non-editable report via email directly to centre management giving a performance overview on a weekly basis.
    - 1.1.4. CRM API Suite allows users access to the following APIs to integrate against:
      - 1.1.4.1. Sign up API
      - 1.1.4.2. Customer manager API
      - 1.1.4.3. Customer Web and App API
      - 1.1.4.4. Location API
      - 1.1.4.5. Offer API
      - 1.1.4.6. Barcode API
      - 1.1.4.7. Policy checker API
    - 1.1.5. CRM Customer Manager consists of the following areas:
      - 1.1.5.1. Automatic Segmentation: allows users to create, retrieve, update and delete consumer segments, into which consumers are automatically and dynamically placed based on past activities
      - 1.1.5.2. Real-Time targeting (Triggered Communications) allows users to create, retrieve, update and delete communications which are sent out in an automated, real time manner based on consumer sign up or reward redemption
      - 1.1.5.3. Marketing automation (Customer Journey Builder): allows users to create, retrieve, update and delete communications which are sent out at predefined points in the future, on a one off or recurring basis
    - 1.1.6. CRM Country Customisation allows users to:
      - 1.1.6.1. Assign marketing preferences to consumers in English or one other language from the supported list in Schedule 3
      - 1.1.6.2. Upload consumer consents in English and one other language from the supported list in Schedule 3
    - 1.1.7. CRM Location Manager allows users to create, retrieve, update and delete retailer details including hours of business, location, short description and retailer images.
  - 1.2. The following IQ <sup>Pro</sup> Engagement modules are available as optional extras, if selected on the relevant order form:

- 1.2.1. Loyalty<sup>Pro</sup> allows the user to
  - 1.2.1.1. create, retrieve, update and delete advanced loyalty programs, allowing customers to earn points, which can be either burnt for discounts or rewards, or used to access higher status rewards organized into tiers.
  - 1.2.1.2. create Apple Wallet passes to store loyalty cards on consumer phones
  - 1.2.1.3. export codes for card printing
- 1.2.2. Email<sup>Pro</sup> allows the user to:
  - 1.2.2.1. create, retrieve, update and delete up to 10 pre-built email templates
  - 1.2.2.2. send up to 300,000 emails per month. Additional emails may incur a charge.
- 1.2.3. Reporting<sup>Pro</sup> allows the user to retrieve reports directly from a dedicated reporting dashboard. Included in the package are any three of the following non editable reports (additional or custom reports may incur additional charges)
  - 1.2.3.1.1. Tourism report
  - 1.2.3.1.2. Tiered program report
  - 1.2.3.1.3. Earn and Burn report
  - 1.2.3.1.4. Country Head Office Report
  - 1.2.3.1.5. Points balance Report
  - 1.2.3.1.6. Marketing RoI Report
- 1.2.4. API Suite Pro allows the user to access to the following APIs to integrate against:
  - 1.2.4.1. External Transactions API
  - 1.2.4.2. Data API
  - 1.2.4.3. External Events API
  - 1.2.4.4. Offer Linking API
  - 1.2.4.5. Subscription API
- 1.2.5. Tourism<sup>Pro</sup> allows the user to:
  - 1.2.5.1. issue tracking codes to partner organisations for the purpose of tracking spend by channel
  - 1.2.5.2. ability to record transactions against anonymous customers, to allow tracking of spend by country
  - 1.2.5.3. retrieve the following reports either by email or via the dashboard supplied within Reporting<sup>Pro</sup> if selected
    - 1.2.5.3.1. spend consumers by country
    - 1.2.5.3.2. spend and consumers by tourism partner
- 1.2.6. Language<sup>Pro</sup> allows the user to:
  - 1.2.6.1. Assign marketing preferences to consumers in English or one of four other languages from the supported list in Schedule 3
  - 1.2.6.2. Upload consumer consents in English and four other languages from the supported list in Schedule 3
- 1.3. The following IQ<sup>Pro</sup> Transaction options are available to import transactional data into the Platform:
  - 1.3.1. Scanner Pro (The Scanner) consists of:
    - 1.3.1.1. Hardware, retaining stand and charger;
    - 1.3.1.2. Software to allow the tracking of transactions including the following information (a) Date and time of redemption; (b) Location of transaction; (c) Identity of consumer making transaction, if known; (d) Offer or Loyalty program relating to transaction, if any; and (e) value of transaction, if the Customer chooses to collect this data and if staff members enter it;
    - 1.3.1.3. Limited functionality to work in offline mode if no data connection is available.
    - 1.3.1.4. The Hardware can be supplied with a direct 3G data connection in one of the following options:
      - 1.3.1.4.1. Full sim data: A sim card capable of connecting to multiple networks and transmitting 100mb of data each month. The Customer will incur additional charges of £0.10 per mb transmitted in a given month over this.
      - 1.3.1.4.2. Limited sim data: A sim card capable of connecting to multiple networks and transmitting 30mb of data each month, only in cases where the Customer provided wifi is not available. The Customer will incur additional charges of £0.20 per mb transmitted in a given month over this.
      - 1.3.1.4.3. No sim data: The scanner can be provided without a sim, and connecting to Customer wifi only. If this option is selected the Customer has full responsibility for ensuring wifi is available to Coniq's specifications to allow for smooth running of the system
    - 1.3.1.5. Replacement of lost or damaged scanners will be managed as follows:



- 1.3.1.5.1. Any Scanner which is reported as lost or no longer working in line with the Service Levels defined in Schedule 3 will be replaced within 7 working days of notification by Customer to Coniq
    - 1.3.1.5.2. If a Scanner ceases to work due to a fault developed during normal use there will be no charge for this replacement
    - 1.3.1.5.3. If a Scanner is reported as lost, or ceases to work due to damaged caused by Tenant or Customer staff, a £150 charge shall be applied.
  - 1.3.1.6. Customer may request as many additional Scanners (“**SwapStock**”) as required, which will be provided to Customer staff on first installation. The Swap Stock will be managed as follows:
    - 1.3.1.6.1. All SwapStock Scanners will be provided in full working condition, with a 3G sim card installed if required
    - 1.3.1.6.2. All SwapStock Scanners will be provided unregistered to any Tenant, to allow Customer staff to replace any faulty Scanner without delay
    - 1.3.1.6.3. Coniq will provide instruction materials and training to Customer staff allowing them to register the Scanner to any Tenant. The Coniq support team will be available to talk through the process at any time during support hours as defined in Schedule 3
  - 1.3.2. Sales tracker <sup>Pro</sup> consists of the ability for users of the Scanners to input end of day sales totals at the end of each day, if the user chooses to, as well as retrieve the non editable End of Day Sales Report either by email or via the dashboard supplied within the Reporting Pro module.
2. Coniq will provide professional services to support the technology as requested on any order form. This may take the form of:
  - 2.1. Account management <sup>Pro</sup>, which will consist of:
    - 2.1.1. Customer and Coniq will ensure that a meeting is held, in person or over the phone at least once per quarter. This meeting will cover results of the marketing activity in the previous quarter, and plans for the next quarter
    - 2.1.2. Access by email, telephone or (at Customer request) in person, to a Coniq account manager who will give advice on marketing plans and strategy for the Centre as requested by Customer, as well as help in interpreting results as required. The seniority and cost per day of the account management provided will be specified on the Order. Additional advisory work may incur additional charges, if requested. All additional charges above those specified in the Order form will require sign off via an Order Form as per Schedule 7.
    - 2.1.3. If the Customer requests in person visits, travel expenses will be charged as incurred, in accordance with Coniq’s travel policy, which is available on request.
  - 2.2. Service Desk <sup>Pro</sup> which will consist of:
    - 2.2.1. First line support to both the users of the Scanners and the Customer. Support will be managed by phone and email and opening and response times will be in line with the SLAs in Schedule 3
    - 2.2.2. Support will be managed in languages as specified in Schedule 3.
  - 2.3. Card Management <sup>Pro</sup> will consist of:
    - 2.3.1. Coniq may provide design services for plastic cards or Apple Passes if specified on an Order. For each piece of design work which Coniq performs, Coniq will produce a design from an initial brief, and will provide up to three revisions of the design if requested to do so. Further revisions may incur additional charges
    - 2.3.2. Coniq may provide printing services for plastic cards if specified on an Order. Volumes and pricing of the cards including whether they are NFC compatible will be specified on the Order, as will delivery times.
  - 2.4. Brand Engagement Pro <sup>Pro</sup> will consist of Coniq staff working with Tenants to source relevant offers and rewards for use with marketing communications and/or loyalty programs. If specified on an Order, this will be managed as follows:
    - 2.4.1. Customer will provide Coniq with a contact list for all Tenants in the centre. Coniq will use this list in combination with Coniq’s own retailer contact list where relevant.
    - 2.4.2. Coniq will contact by phone or email each Tenant at least once per month, to encourage them to provide offers or rewards
    - 2.4.3. If Centre visits are specified on the work order, Coniq staff shall visit the centre at least once per year to encourage Tenants and affiliates to participate in the program. Additional Centre visits requested by Customer will incur additional charges.
    - 2.4.4. Coniq shall provide a link to Tenants and affiliates to allow them to submit offers and rewards for inclusion in marketing communications or the existing loyalty program. Each link will include a tick

box requesting that the retailer agrees to the terms and conditions. All offers and rewards submitted via the link will be reviewed by a member of the Coniq team, and a member of the Coniq team will contact the brand independently to verify the authenticity of the offer before the offer or reward goes live.

- 2.4.5. In the case of new Tenants starting to trade in a centre, centre staff shall provide Tenant contact details to Coniq, and Coniq staff shall contact the centre by phone and email within 10 working days, to encourage them to provide offers or rewards
- 2.5. App Build <sup>Pro</sup> will involve the preparation of a Digital Application (App), which will have the following functionality:
  - 2.5.1. The App is provided as a white labelled version with the basic functionality set out in Schedule 4. This white label is available for the base cost specified on the Order form, but any changes to the functionality provided will incur additional costs
  - 2.5.2. The App will be publically accessible on both the iOS App Store and Google Play Store.
  - 2.5.3. The App will be configured to work with the Customer's loyalty program and branded in accordance with the Customer specifications.
  - 2.5.4. All text and images ("Assets") displayed in the App will be provided by the Customer, who will procure any licences needed to use the Assets. For the avoidance of doubt, the Assets form part of the Customer Materials.
  - 2.5.5. Any changes to the App after publication to the public will incur additional costs

## **Schedule 2**

### **CHARGES**

Charges will be applied as defined in the relevant Order, and unless specified otherwise on that Order the following terms shall apply:

1. Charges shall be invoiced as follows:
  - 1.1. Annually in advance for all products specified in clause one of Schedule One
  - 1.2. Quarterly in advance for all professional services specified in clause two of Schedule One
2. If travel outside of London is required, Coniq will charge travel and subsistence for any staff travelling, in accordance with the Coniq's expense policy. The Customer has the right to request a copy of Coniq's expense policy
3. Lost or damaged handset will incur a £150 replacement fee

## Schedule 3

### Performance standards

1. The Coniq Platform, Services and Scanner will aim for the following performance levels:

Service	Target
Platform Uptime	<ul style="list-style-type: none"><li>• Minimum of 99.9% availability in any quarter (3 month period)</li><li>• When scheduled maintenance or upgrade is required the customer will be informed with at least 12 hours' notice.</li><li>• Platform changes and enhancements will be communicated prior to release.</li></ul>
API Uptime	<ul style="list-style-type: none"><li>• Minimum of 99.9% availability in any quarter (3 month period)</li><li>• When scheduled maintenance or upgrade is required the customer will be informed with at least 12 hours' notice.</li><li>• API changes and enhancements will be communicated prior to release.</li></ul>
Data back-up	<ul style="list-style-type: none"><li>• All Data will be backed up to a secure offsite server not less than every 24 hours</li></ul>
Scanner Replacement	<ul style="list-style-type: none"><li>• If a Scanner stops working then it will be replaced by the Coniq within 7 days of being notified. The Customer will pay the replacement fee specified in Schedule 2, clause 3. If the Customer returns the Scanner and it is deemed to be faulty the replacement fee will be refunded.</li><li>• Scanners will be deemed to be working if they can scan and redeem codes either online or offline.</li></ul>
Scanner performance	<ul style="list-style-type: none"><li>• The Scanner will recognise the code and give a response within 15 seconds</li></ul>

2. Support for Coniq products will be managed in the following manner:

2.1. Platform support

- 2.1.1. When Platform issues arise the Customer's staff will raise the issue to the supplier either by phone, email or directly into the ticket tracking system.

2.2. Retailer Support

- 2.2.1. When Device issues arise there will first be a line of resolution from the tenant employees who will troubleshoot from a self-help checklist provided by Coniq.
- 2.2.2. If the tenant employee is unable to resolve the issue they will raise the issue to the supplier either by phone, email or directly into the ticket tracking system.

2.3. Consumer support

- 2.3.1. When consumer issue arises that is connected to Coniq's services there will first be a line of resolution from the Customer's employees who will troubleshoot from a self-help checklist provided by Coniq.
- 2.3.2. If the Customer's employee is unable to resolve the issue they will raise the issue to the supplier either by phone, email or directly into the ticket tracking system.

- 2.4. When an issue is raised it will be dealt with by Coniq as per the Incident Management protocols laid out in Schedule 4.

- 2.5. If the issue is raised outside the supported hours as described on the Order or in this Schedule 3 Clause 2.6 below the response from the supplier will be given within 4 hours of the resumption of support.

- 2.6. Unless specified on an Order, support will be available from 9am to 6pm GMT, Monday to Friday, in English.
- 2.7. Other languages which can be supported if specified on an Order are French, German, Spanish, Czech, Portuguese, Polish or Italian. Support in additional languages will incur additional charges.

## Schedule 4

### Incident management

1. Coniq will prioritise incidents raised to support in the following way:

Priority	Incident ticket status	Impact
Priority 1	Urgent	An issue which prevents a tenant trading
Priority 2	High	An issue that causes significant business impact
Priority 3	Normal	Limited loss of system functionality with little business impact
Priority 4	Low	Anything below Priority 1,2 or 3

2. Coniq will respond to incidents in the following timelines:

Incident Priority	Response Time
Priority 1	Response within 45 mins
Priority 2	Response within 2 hours
Priority 3	Response within 4 hours
Priority 4	Response within 8 hours

3. Coniq will resolve incidents in the following timelines:

Incident Priority	Resolution Time
Priority 1	Resolution in 2hrs from response and from Supplier getting access to the Tenants EPoS system
Priority 2	Resolution within 8 hrs
Priority 3	Resolution within 3 days
Priority 4	Resolution to be agreed with the Customer

4. All response and resolution expectations are based in the provisioned hours of support as detailed in Schedule 3, and are reliant on the Customer logging the incident with the correct information being supplied as required by agreement between the Customer and Coniq from time to time.
5. Incidents which are not resolved in line with the timelines above will be escalated to senior management of both Coniq and the Customer, and regular updates will be given by the Supplier until the issue is resolved.
6. For each 24 hour period in excess of the relevant resolution time that is taken to resolve an incident, the Customer will be entitled to a Service Credit equal to 10% of and monthly Service Desk fee for the

relevant shopping centre or outlet, in the month of the KPI breach. The maximum service credit available in any given month will be the Service Desk fee for the relevant shopping centre or outlet.

7.

## Schedule 5

### White Labelled App

This Schedule 5 sets out the pages included within the White Labelled App, and to define which areas can be edited and which cannot. Coniq recommends downloading a white labelled app to familiarise yourself with functionality.

#### Included Pages:

- Splash Screen: Greets the user on initial opening/download
- Select Preferred Language: Appears once to allow user to select their language
- Register: Allows new user to choose whether they log in or whether they are a new user and need to register
- Sign Up: Allows a new user to enter personal information and define a password to join program, as well as a link to hosted terms and conditions.
- Login: Allows an existing user to enter email and password to access their account
- My Profile: Allows a user to view their barcode and any point balance if relevant
- Offers: Allows a user to view a list of offers available to them
- Offer Detail: Allows a user to view details of each offer, and a link to barcode
- Participating Shops: List of retailers participating in the program
- Shop Detail: Details of retailers including opening hours and contact details
- Side Navigation Menu: Links to pages within app, as well as links to pages hosted outside of the App, including terms and conditions, FAQ and contact forms

#### Editable items:

Throughout the App, all wording, colours and branding can be edited. In addition the following items can be edited from a functionality perspective on each page.

1. Page specific elements:
  - a. Splash Screen
    - i. Program Logo *Type: IMAGE (JPG/PNG).*
    - ii. Centre Logo *Type: IMAGE (JPG/PNG).*
    - iii. Background *Type: IMAGE (JPG/PNG). Editable: COLOUR.*
  - b. Select Preferred Language
    - i. Logo *Type: IMAGE (SVG).*
    - ii. Button
  - c. Register
    - i. Logo *Type: IMAGE (SVG).*
    - ii. Button
  - d. Sign Up. This page consists of as many data entry fields as are required. Each field includes the following editable components:
    - i. Data Entry Field Editable: Number
    - ii. Button Editable: Number
    - iii. Selection Control Editable: Number
  - e. Login
    - i. Logo *Type: IMAGE (SVG).*
    - ii. Data Entry Field Editable: Number
    - iii. Selection Control Editable: Number
    - iv. Button Editable: Number
  - f. My Profile
    - i. Customer Name *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*
    - ii. Barcode *Type: Image. Editable: CAN NOT BE FORMATED*
    - iii. Barcode Number *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*
    - iv. Short Program Descriptor *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*



v. **Points Display** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

g. Offers

i. **Offer Image** *Type: IMAGE (SVG/PNG).*

ii. **Brand/Subtitle** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

iii. **Offer Title** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

iv. **Offer Short Text** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

h. Offer Detail

i. **Offer Image** *Type: IMAGE (SVG/PNG).*

ii. **Brand/Subtitle** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

iii. **Offer Title** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

iv. **Offer Details** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

v. **Button**

i. Participating Shops

i. **Logo** *Type: IMAGE (JPG/PNG). Editable: NO*

ii. **Action** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT. Sits alongside*

iii. **Background** *Type: BLOCK. Editable: COLOUR.*

iv. **Divider** *Type: BLOCK. Editable: COLOUR. Sits between Logo and Action.*

j. Shop Detail

i. **Offer Image/Map** *Type: IMAGE (SVF/PNG). Editable: NO*

ii. **Shop Title** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

iii. **Shop Details** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

logo

2. Non page specific elements which cross multiple pages include:

a. Bottom Navigation Bar features navigation icons which take you directly to other pages in at App, or refreshes the currently active view. Bottom Navigation Bar appears on the My Profile, Offers, Offer Detail, Participating Shops and Shop Detail page.

b. Number of icons can be between 2 and 5

c. Icons feature the following elements that can be edited:

i. **Icon** *Type: IMAGE (SVG). Editable: IMAGE, COLOUR, ALIGNMENT.*

ii. **Label** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT.*

iii. **Background** *Type: BLOCK. Editable: COLOUR.*

d. Top Navigation Bar features a central logo or text, and two actions – menu and filter. Top Navigation Bar appears on the My Profile, Offers, Offer Detail, Participating Shops and Shop Detail page.

i. Each element of the Top Navigation Bar can be removed or edited as follows:

1. **Icon** *Type: IMAGE (SVG). Editable: COLOUR*

2. **Brand** *Type: IMAGE/TEXT. Editable: COLOUR*

3. **Background** *Type: BLOCK. Editable: COLOUR.*

e. Data entry fields feature text entry fields, and appear on the Register Page and sign up page.

i. Text entry forms can be any length and can be edited as follows:

1. **Labels** *Type: TEXT. Editable: COLOUR, FONT, SIZE (e.g. “Firstname”). When the user engages with the text input field, the floating inline labels move to float above the field.*

2. **Input** *Type: TEXT. Editable: COLOUR, FONT, SIZE*

3. **Hint text** *Type: TEXT. Editable: COLOUR, FONT, SIZE (e.g. Default “Date of Birth”). Also called placeholder text.*

4. **Helper text** *Type: TEXT. Editable: COLOUR, FONT, SIZE (e.g. Default “For your special birthday offer” )*

f. Buttons can be used throughout the App as calls to action, and can be edited as follows:

i. **Label** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT.*

ii. **Background** *Type: BLOCK. Editable: COLOUR.*

g. Selection controls on can be used throughout the App and can be used as radio buttons to allows the user to select between two options (eg male or female) or as tick boxes to record data processing consent

i. **Image** *Type: IMAGE (SVG). Editable: BORDER, COLOUR*

ii. **Label** *Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT, SIZE.*

h. Side Navigation Menu gives users quick access to barcode, and links to pages within the App. It has two elements:

i. The user information box includes a barcode, and name and is editable as follows

1. **Customer Name** Type: TEXT. Editable: COLOUR, FONT, SIZE.

2. **Barcode** Type: IMAGE. Editable: CAN NOT BE FORMATED

3. **Background** Type: BLOCK. Editable: COLOUR.

ii. The action list which is made up of an unlimited number of links either within the app or externally. Each action can be edited as follows

1. **Icon** Type: IMAGE (SVG). Editable: IMAGE, COLOUR, ALIGNMENT.

2. **Label** Type: TEXT. Editable: COLOUR, FONT, ALIGNMENT.

3. **Background** Type: BLOCK. Editable: COLOUR.