

IT IS AGREED as follows:

1. CONTRACTUAL TERMS

- 1.1. The Parties agree to act in good faith and with a spirit of co-operation and to use best endeavours to resolve any dispute which arises under this Agreement.
- 1.2. Except where expressly agreed to the contrary time shall not be of the essence of this contract.

2. CASH BACK SERVICE

- 2.1. Rewards Direct will provide the Clients employees with access to the Service on the terms and conditions of this Agreement.
- 2.2. When registering for the Service each employee agrees to be bound by the terms and conditions and privacy policy of the Service itself.
- 2.2. Rewards Direct will:
 - A. provide and operate an internet based helpdesk for enquiries from your employees.
 - B. take all reasonable steps to ensure that nothing in the content of the Service is in breach of applicable law, (including the Data Protection Act 1998 as amended), or the Advertising Standards Authority's, (or any other relevant authority's), code of practice from time to time in force.
 - C. make all reasonable efforts to notify the Client in advance of any material changes to the Service where those changes may result in customer service issues.
 - D. The Client understands that Rewards Direct and its partners makes service and usability enhancements on a regular basis without prior notification.
 - E. for the avoidance of doubt, Rewards Direct is not responsible for:
 - (i) the content of authorised merchant websites or services whether or not advertised on the Service.
 - (ii) goods or services purchased from a authorised merchant, whether or not the authorised merchant's website or ordering mechanism was reached by a link or by information provided on the Service.
 - (iii) The Client and its employees contract for the supply of goods and or services is directly with the authorised merchants and Rewards Direct is not party to any transaction.
 - (iv) Authorised Merchants and Rewards Direct or its partners may vary their offers with or without notice.
 - (v) Authorised Merchants participation may vary at any time with or without notice.

3. AVAILABILITY OF THE SERVICE

- 3.1. Rewards Direct will use all reasonable endeavours to provide the Services to the Client and its employees.

4 THE PRICE

- 4.1 The Client agrees to pay the fee Definitions (D) for the appropriate employees (H) prior to the commencement of the service.
- 4.2 Rewards Direct will charge VAT at the rate in force on the invoice date.
- 4.3 During the year, the Client may purchase additional User codes for new employees. The additional invoice for additional employees will be pro-rated to the end of the original contract period such that all employees renew on the same date.
- 4.4 Subsequent invoices for renewals will reflect the revised number of employees to be confirmed by the Client in accordance with clause 4.2 which will be billed at the same Price per employee.

5. TERM AND TERMINATION

- 5.1. This Agreement shall commence on the date of this agreement and subject to Clause 5.2 and 5.3 shall continue unless and until terminated by either party by serving not less than 6 months notice. Notice may not be given during the Minimum Term. Either party may terminate this agreement under the following conditions:
- a. with 90 days written notice if the other party goes into voluntary liquidation (other than a members' voluntary winding up for the purposes of a reconstruction of its affairs), presents or has presented against itself a winding up petition, compounds with its creditors, has a receiver, manager or administrative receiver appointed over to the whole or any part of its assets or property, presents or has presented against itself a petition for the making of an administrative order or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - b. with 90 days written notice if the other party is in material breach of any of its obligations under this Agreement and has not remedied such breach or agreed to a satisfactory course of action within 28 days of having received written notice of the same from the non-defaulting party, such written notice to explicitly state that the breach is considered material and that termination of contract will pursue unsatisfactory remedy of the breach within 90 days.
 - c. Any termination of this Agreement by either party shall be without prejudice to any other rights or remedies it may have, and shall not affect any rights accrued or obligations arising on or before the date of termination.
 - d. Any termination notification or warning of pending or possible termination by the Client to Rewards Direct must be sent by registered post and a copy by email to admin@rewardsdirect.co.uk. Notice may be deemed to be given after 2 working days of the date of posting.
 - e. The Initial Term of this Agreement shall be as per page 1 of this agreement Definitions (E) and shall continue to automatically renew on the original term once the original term has expired unless and until cancelled by the Client giving to Rewards Direct not less than 28 days notice in writing to expire at the end of any one period. Such written notice must be sent by Registered or Recorded Delivery Post to Rewards Direct, C/O David Graham Associates, Ryefield court, 81 Joel Street, Northwood, HA6 1LU or such other address as may be supplied to the Client from time to time
 - f. In the event that the Client determines to cancel this Agreement pursuant to clause 5.4 above the Client shall;
 - (a) be responsible for cancelling all further payments which may have been arranged through Bankers Order, Credit Card Mandate or other payment method. Should Rewards Direct receive a payment subsequent to a Notice of Termination, Rewards Direct shall view this as an instruction to renew the Subscribers membership for a further term on the same Terms and Conditions as this Agreement, such period to commence with the date that the payment is received by Rewards Direct. Refunds made as a result of payment being received by Rewards Direct due to un-cancelled Standing Order by the Client will be reduced by an administration fee of £60.00 plus VAT.

6. INTELLECTUAL PROPERTY

- 6.1. Rewards Direct grants the Client for the Term a UK only, royalty free, non-exclusive, non-transferable licence to use those elements of its Intellectual Property as provided to the Client by Rewards Direct and which are necessary for the sole purpose of the Client enjoying rights and performing obligations under this Agreement. The Client shall not acquire any rights in or to Rewards Direct's Intellectual Property other than as expressly set out in this Agreement.
- 6.2. The Client grants Rewards Direct and its partners for the Term a UK only, royalty free, non-exclusive, non-transferable licence to use any naming, branding, graphics or other intellectual property that are supplied by the Client or its agents to Rewards Direct for the purpose of promoting, re-branding or co-branding the Service as necessary for the Client and its Users to make use of the Service. The Client warrants that it owns the rights such supplied and indemnifies Rewards Direct against any action, claim or cost from any third party in protection of or defence of these rights.

7. LIABILITY

- 7.1. Rewards Direct provides, and the Client accepts the Service on an "as is" and "as available" basis. Rewards Direct shall use all reasonable commercial endeavours to maximise the availability of the Service. However, the Client acknowledges that such access may occasionally be interrupted by scheduled downtime or for technical reasons beyond Rewards Direct's control. All implied warranties and conditions are hereby excluded to the maximum extent permissible by law.
- 7.2. Under no circumstances will one Party be liable to the other for any indirect or consequential loss including, without limitation, loss of profits, business, production, revenue, goodwill, anticipated savings or any other kind of indirect special or consequential loss or damage, wasted expenditure or loss of data.
- 7.3. In the event of a breach of contract or obligations, Rewards Direct's liability will be limited to rectifying that breach, where such rectification is possible, within a reasonable period after notification, to be not less than 30 days. This limitation of liability excludes and liability for death or personal injury arising as a result of Rewards Direct's negligence or the negligence of its agents.
- 7.4. Other than personal injury or death caused by a Party's negligence, (for which no limit applies), one Party's maximum

aggregate liability to the other party shall be limited to one quarter of the Annual Licence Fee paid by the Client to Rewards Direct.

- 7.5. Rewards Direct warrants that it has acquired and will continue to hold throughout the Term all rights, consents and licences necessary for the provision of the Service in accordance with this Agreement; and it will operate the Service in accordance with all relevant legislation and regulation including without limitation the Data Protection Act 1998, the Consumer Protection (Distance Selling) Regulations 2000 and the British Codes of Advertising and Sales Promotion.
- 7.6. Each Party warrants to the other that:
- (a) it has the right and corporate authority to enter into this Agreement and has all the necessary rights to perform its obligations under this Agreement;
 - (b) entry into this Agreement does not breach any other agreement to which it is party; and it owns or is licensed to use all intellectual property rights in and to all materials and content provided to the other party hereunder.
- 7.7. Rewards Direct agrees to indemnify the Client and keep it indemnified at all times against all claims, proceedings, demands, damages, liabilities and costs arising out of any breach by Rewards Direct of its warranties set out in Clause 7.5.
- 7.8. The Client agrees to indemnify Rewards Direct and keep it indemnified at all times against all claims, proceedings, demands, damages, liabilities and costs arising out of any breach by the Client of its warranties above.
- 7.9. Notwithstanding any provisions of this Agreement, neither Party excludes or limits liability to the other for death or personal injury caused by its own negligence and any other liability the exclusion or limitation of which is prohibited by law.

8. CONFIDENTIAL INFORMATION

- 8.1. Each Party undertakes with the other that it will take all reasonable measures to ensure its officers, employees and agents maintain in strictest confidence and not divulge or communicate to any third party any confidential information relating to the other.
- 8.2. The term "confidential information" as used above, includes:
- (a) information of a confidential nature concerning the trade secrets or business dealings transactions or affairs of the other which may come to the notice of the Party during the negotiation of and continuance of this Agreement; and
 - (b) any information relating to the methods or techniques used by the other Party or its partners in developing or providing its services and any documents, tapes or other materials comprising any part of such information made available to the Party.
- 8.3. The provisions of this Clause 8 shall not apply to any confidential information to the extent that either Party is required to divulge the same by any court tribunal or government or regulatory authority with competent jurisdiction or it comes within the public domain other than through the default of the Party, its servants or agents or which is disclosed to its professional advisors, auditors and bankers.
- 8.4. The provisions of this Clause 8 shall survive the termination of this Agreement.

9. PUBLICITY

- 9.1. Rewards Direct will act in good faith at all times and shall not without the prior written consent of the Client:
- (a) use the Client's name or registered trade mark in any form unless as provided for in this Agreement;
 - (b) publish any papers, books or research based on or referring to work conducted on the Client's behalf;
- 9.2. This consent should not be unreasonably withheld or delayed.

10. EVENTS BEYOND THE PARTIES' CONTROL

- 10.1. If a party (the "Affected Party") is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, it is agreed that, on such Affected Party giving notice of such force majeure to the other with reasonable promptness after the occurrence of the cause relied on, the obligations of the Affected Party shall, to the extent that and for so long as their performance is prevented by such force majeure, be suspended provided that the Affected Party shall use all reasonable endeavours to remove or avoid such force majeure as soon as possible.
- 10.2. The term "force majeure" as used above shall mean acts of God, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, flood, civil disturbances, terrorism, legislation, industrial action, Governmental or quasi-Governmental regulations and directions and any other cause not within the control of the Affected Party, all of which by the exercise of due diligence such party is unable to prevent.

11. NOTICES

- 11.1. Any communication given or made under this Agreement shall be in writing and may be delivered to the relevant Party or sent by first class registered letter to the address of that Party noted below or such other address that may be notified by that Party for this purpose.
- 11.2. Unless the contrary shall be proved, each such communication will be deemed to have been delivered, if by letter, 48 hours after posting, and if by delivery, when left at the relevant address.

12. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be construed as constituting a partnership, joint venture or the relationship of employer and employee between the parties.

13. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the parties in relation to the Service and supersedes all previous agreements, representations and arrangements between them (either oral or written) with regard to such transactions.

14. WAIVERS, REMEDIES CUMULATIVES, AMENDMENTS, CONFLICT

- 14.1. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right or acceptance of any variation of this Agreement nor shall any single or partial exercise by either Party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.
- 14.2. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- 14.3. No provision of this Agreement may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the Parties nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the Party not in breach.

15. THIRD PARTIES

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

16. GOVERNING LAW AND DISPUTES

- 16.1. The Parties hereby agree to use all reasonable endeavours to resolve any disputes arising out of this Agreement in good faith and with the object of the continuation of this Agreement on mutually agreeable terms.
- 16.2. The Parties will in the first instance attempt to solve any dispute under this Agreement between themselves.
- 16.3. In the event the dispute cannot be agreed between the Parties, the Parties will refer the matter to an expert appointed by the president of the Law Society of England and Wales. This expert's decision shall, save in respect of manifest error, bad faith or fraud, be binding on the Parties.
- 16.4. This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England.

