

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

Effective Date. This agreement is effective as of the [Effective Date / date shown at the top of the first page], even if any signatures are made after that date.

Agreement: this agreement and the Schedule attached hereto, may be varied, amended, modified or supplemented from time to time by the parties in writing in accordance with the terms herein.

Authorised Purposes: as ascribed in clause 3.

Benefits: any benefits, discounts, offers or similar published on the Software from time to time for availing by Users.

Customer Marks: any and all logos, trademarks and/or brand names of Customer, including any accompanying or associated artworks, designs, words, slogans or catch phrases.

Effective Date: As per the contract start date

Fees means the fees payable by the Customer to Company for the Services in accordance with this Agreement.

Force Majeure Event: means any cause beyond a party's reasonable control including, but not limited to, acts of God, terrorism, public enemies, war, civil disorder, fire, flood, explosion, epidemic, pandemic, labour disputes or strikes (except where related to the staff of the party seeking to rely on it), or any acts or orders of any governmental authority, failure of communications or electrical service or any delay or deficiency caused by the electrical or telephone line suppliers or other third parties but excluding inability to make payment.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply

for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Manuels: means any documentation provided by Company to the Customer for facilitating the correct use and operation of the Software, as amended from time to time by Company.

Mobile Application: the software application named "MyBenefits" owned and operated by the Company and customised for the Customer as part of the Services.

Partners: the 3rd party vendors engaged by the Company to provide and/or fulfil the Benefits.

Services: the services listed in Schedule 1.

Software: the Mobile Application and the Website or any part of them.

Territory: the territories list in Schedule 1.

User: any employee of the Customer.

Website: <https://app.mybenefits.io/clientname>, or such URL as amended from time to time in the Company's absolute discretion.

1.2. In this Agreement:

- (a) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement
- (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (c) a reference to writing or written includes email;
- (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (e) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (f) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (g) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's

personal representatives, successors and permitted assigns;

ent.

- (h) references to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule;
- (i) the Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the Schedule.

2. PURPOSE

2.1. The purpose of this Agreement is to set out the terms and conditions pursuant to which Company shall provide the Services to the Customer and access to the Software for the Authorised Purposes. The Services are solely for availing by Users.

2.2. In the event of any inconsistencies between the contractual documents that constitute this Agreement they will be in the order of precedence as stated below (unless expressly stated to the contrary):

- a) Services Terms;
- b) Schedule 1;
- c) The terms in the main body of this Agr

3. SOFTWARE LICENCE AND SERVICES

3.1. In consideration of the Fees paid by the Customer to Company, and subject always to the Customer complying with the terms of this Agreement, Company grants to the Customer a non-exclusive, non-transferable, licence limited during the Term to use the Software solely in accordance with the terms of this Agreement and the Manuals.

3.2. Subject to clause 3.1, Company shall provide all relevant access details and Manuals to the Customer to:

- (a) enable Users to avail of the Benefits;
- (b) use the Software for the Authorised Purposes; and

3.3. Customer shall appoint one User to be the administrator of the Software and such administrator shall be permitted to:

- (a) upload and remove Users;
- (b) generate usage / redemption reports;
- (c) send vouchers to Users paid for by credit card or bank transfer; and
- (d) any other use approved in writing by the Company from time to time.

3.4. Company shall provide the Services with reasonable skill and care in accordance with this Agreement during the Term, and the Customer shall accept the Services in accordance with the terms and conditions of this Agreement.

4. CUSTOMER OBLIGATIONS

4.1. Customer acknowledges that the Services comprise internet-based solutions and the Customer will need access to the internet in order for Users to avail of the Services. The Customer shall be solely responsible for (a) securing internet access to enable it to access the Services; and (b) any and all charges which



- arise from the Customer securing such internet access.
- 4.2. The Customer shall (and shall ensure its Users shall):
- (a) use the Software and Services solely for the purposes and functions expressly permitted by this Agreement and pursuant to Company's reasonable instructions;
 - (b) comply with the Service Terms in respect of the Software and Services;
 - (c) ensure that the number of Users does not exceed the maximum number stated in Schedule 1;
 - (d) use the data obtained from the Services and Software solely for the benefit of its Users in connection with their own availing of the Services and internal record keeping activities;
 - (e) keep a complete and accurate record of the Customer's disclosure of the Software and its Users, and produce such record to Company on request from time to time;
 - (f) notify Company as soon as it becomes aware of any unauthorized use of the Software by any person; and
 - (g) pay, for broadening the scope of the licences granted under this licence to cover the unauthorized use, an amount equal to the fees which Company would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.
- 4.3. The Customer shall not (and shall not permit any User or third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.
- 4.4. The Customer shall not (and shall ensure its Users shall not):
- (a) provide or otherwise make available the Software to any person other than the Users who require access to the same to avail of the Services;
 - (b) allow the Software to become the subject of any charge, lien or encumbrance; or
 - (c) deal in any other manner with any or all of its rights and obligations under this agreement,
 - (d) directly or indirectly contact the Partners in connection with or relating to the redemption of the Benefits including any technical support, or for any matter connected to this Agreement.
- without the prior written consent of the Company.
- 4.5. Company reserves the right, in addition to all other remedies and rights under this Agreement, to immediately suspend the Services, after notice to the Customer if unauthorized use or misuse of the Services by the Customer or its Users is evidenced or reasonably suspected. If the conditions giving rise to such suspension of Services are not remedied within fifteen (15) days of receipt of written notice then Company may immediately terminate the Agreement and pursue all other remedies and rights to which it is entitled.

5. MAINTENANCE AND UPDATES

- 5.1. This Agreement allows for software patches and updates to the Software after launch, including updating links and making minor changes to content. Customer acknowledges that continuous and/or substantial changes to the original content, including page reconstruction, new pages, navigation structure changes, or any other significant alterations or changes specific for the Customer are not covered by this Agreement.
- 5.2. The Customer further acknowledges that these updates may, on occasion, limit loading speeds and usability while such updates and maintenance is being performed. Company will (whenever reasonably practicable) alert the client 72 hours in advance of such issues

6. FEES

- 6.1. The Customer shall pay to Company the Fees in accordance with payment terms set out in Schedule 1.
- 6.2. Company shall have the right to increase the Fees on any renewal of the Term of this Agreement provided it gives not less than sixty (60) days' prior written notice to the Customer.
- 6.3. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.
- 6.4. Company reserves the right to charge interest on any payments outstanding thirty (30) days after the invoice date at a rate of 1.5% (one point five percent) per calendar month, calculated on a daily basis from the date the payment is due until payment is actually made.

7. CONFIDENTIALITY AND PUBLICITY

- 7.1. Each party shall, during the Term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement)

nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its best endeavours to prevent the unauthorised disclosure of any such information.

- 7.2. For the sake of clarity, the Customer acknowledges that the Software and the Manuals contain proprietary information, trade secrets and confidential information belonging to Company.
- 7.3. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. This clause shall not preclude Company from referring to Customer in its customer portfolio.
- 7.4. This clause 7 shall survive termination of this Agreement.

8. DATA PROTECTION

- 8A.1 In order to fulfil its obligations hereunder, the parties will process personal data in accordance with this Agreement and in compliance with applicable data protection legislation. The Company warrants that it has in place, appropriate technical and organisational

measures to prevent unlawful or unauthorised processing, unauthorised disclosure or access and adequate security procedures to ensure that unauthorised persons will not have access to the personal data, or to equipment used to process the personal data, and that any persons it authorises to have access to the personal data will respect and maintain the confidentiality and security of the personal data.

8A.2 Without prejudice to Clause 8A.1, Customer warrants, represents and undertakes that when transferring personal data to the Company (including but not limited to the personal data of the Users), Client has established a proper legal basis for such processing, and where applicable, provided appropriate notification and has the necessary rights, or where applicable, obtained consents or licenses to allow the Company to process the personal data in accordance with this Agreement.

9. COMPANY' WARRANTIES

- 9.1. Company warrants that it is the owner of the Software and that it has the right to grant a licence to the Customer to use the Software on the terms and conditions of this Agreement.
- 9.2. Company makes no representation or warranty regarding the accuracy or reliability of offers, benefits or discounts or any other information provided to the Customer via the Software, and the Customer hereby releases and waives any claims against Company concerning the accuracy or reliability of such information.
- 9.3. Company does not warrant that the use of the Software will be uninterrupted or error-free.
- 9.4. The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been specifically developed to meet the individual requirements of the Customer. The only customisation for the Customer is the addition of the Customer Marks.
- 9.5. All other conditions, warranties, representations or other terms which might have effect between the parties or be implied or incorporated into this Agreement, whether

by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10. LIMITS OF LIABILITY

- 10.1. In no event shall Company or any information provider or any owner of any component of the Services be liable for any special, exemplary, punitive, indirect or other consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, negligence, tort or otherwise, that arise out of or are in any way connected with (i) this Agreement, (ii) any use of the Software or Services or its/their content, (iii) any failure or delay (including without limitation the use of or inability to use any component of the Services), or (iv) the performance or non-performance by Company, even if Company had been advised of the possibility of such damages.
- 10.2. The total liability of the Company, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement shall in no circumstances exceed a sum equal to 10% of the Fees save in respect of any liability which cannot be excluded by law.
- 10.3. The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) Company shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- 10.4. For the avoidance of doubt, Company has no liability whatever for the acts or omissions of

the suppliers of electricity or telecommunication services or of any third party whose computer system, database or products may be accessible to the Customer through the Software, nor for any type of loss associated with any fault in or failure of any apparatus or any service of such persons.

10.5. This clause shall survive termination of this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Customer acknowledges that all Intellectual Property Rights in the Software, Manuals and Services are proprietary to the Company, its affiliates or licensors, and the Customer shall have no rights in or to the Software, Manuals or Services other than the right to use them in accordance with the terms of this Agreement.

11.2. Nothing in this Agreement shall transfer any right, title or interest in the Services (or the Intellectual Property Rights therein) to the Customer other than the right to use the Services in accordance with the terms of this Agreement.

11.3. Customer warrants and undertakes that the Customer Marks (and all Intellectual Property Rights therein) that it provides to the Company for inclusion in the Mobile Application are owned by the Customer or the Customer has permission or authorization from the rightful legal owner to use the same. Customer hereby grants the Company the right to use and reproduce the Customer Marks in the Software in connection with the Services.

11.4. Customer shall fully and effectively indemnify Company in respect of any losses, damages, liability, claims, actions, costs, expenses (including all legal expenses incurred by Company, its employees, officers, agents and representatives in connection with any third party claims for infringement of that party's Intellectual Property Rights due to (i) Customer's or its Users' access or use of the Software or Services otherwise as permitted by

this Agreement; and (ii) inclusion of the Customer Marks in the Software as contemplated by this Agreement.

12. TERM AND TERMINATION

12.1. This Agreement shall commence on the Effective Date and remain in full force for one (1) year ("**Term**"), unless terminated earlier in accordance with the terms herein. This Agreement shall automatically renew for further one (1) year periods on the same terms (subject to clause 6.2) unless a party provides the other party with written notice at least thirty (30) days in advance of the expiry date of the Term or any renewed term of its intention not to renew. Any renewed term shall become the "**Term**" for the purpose of this Agreement.

12.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) except for non-payment, the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b) an encumbrancer takes possession or a receiver is appointed over the property or assets of the other party; or
- (c) the other party becomes subject to an administration order or makes any voluntary arrangement with its creditors; or
- (d) the other party goes into liquidation (except for the purpose of amalgamation or reconstruction and in such manner that the resultant company effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement); or
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 12.3. Without prejudice to clause 10.2, Company may terminate this Agreement with immediate effect on written notice if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment.
- 12.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 12.6. On termination for any reason:
- (a) all rights granted to the Customer under this Agreement shall cease automatically;
 - (b) the Customer shall cease all activities authorised by this Agreement;
 - (c) the Customer shall immediately pay to Company any sums due to Company under this Agreement; and
 - (d) the Customer shall immediately destroy or return to Company (at Company' option) all copies of the Software and Manuals then in its possession, custody or control and, in the case of destruction, certify to Company that it has done so.
- 12.7. If the Customer uses any part of the Software in such a way that Company believes that its service to its other subscribers may be adversely affected, then Company shall be entitled to disconnect the Customer from the Software until the problem has been remedied to the satisfaction of Company. If any such problem is not remedied within thirty (30) days, Company shall have the right to terminate this Agreement immediately by giving written notice to the Customer. The

Customer shall indemnify Company against any and all damages, costs, claims or liability arising directly or indirectly from any such problem if it was caused by a failure of the Customer to comply with its obligations under this Agreement.

13. GENERAL

- 13.1. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.2. **Remedies:** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.3. **Entire Agreement**
- (a) This Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.
 - (b) Nothing in this clause shall limit or exclude any liability for fraud.
- 13.4. **Amendment:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5. **Severance:**
- (a) If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-

provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- (b) If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.6. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

13.7. **Third-party rights:** Saved where specified expressly herein, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

13.8. **No partnership or agency**

(a) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

(b) Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13.9. **Assignment:** Customer will not assign, transfer, license, franchise or otherwise convey this Agreement or any rights hereunder or delegate obligations hereunder to any third party without Company's prior written consent.

14. **FORCE MAJEURE**

14.1. Neither party shall be in breach of this Agreement nor liable for delay in performing,

or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled

14.2. to a reasonable extension of the time for performing such obligations.

14.3. If either party becomes aware that it is or is about to become unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it will serve notice immediately on the other party, giving full details.

14.4. If any obligation of any party under this Agreement is delayed as contemplated by this clause 12 for longer than six (6) continuous months, then either party shall have the right to terminate this Agreement forthwith without prejudice to its accrued rights under this Agreement.

14. **NOTICES**

14.1 Any notice served under this Agreement must be in writing and must be addressed to the other party at the address appearing on the front page of this Agreement or to any such other address as may be notified for this purpose and such notice must be sent either by courier, by hand or by email (subject to confirmation of a read receipt). Notices shall be deemed properly served:

- (a) if delivered by hand, on the date of delivery;
- (b) if sent by courier, on the date of recorded delivery;
- (c) if sent by pdf format sent by e-mail, the time of transmission provided that receipt of transmission is obtained.

14.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.



15. DISPUTE RESOLUTION

Any controversy, dispute, difference or claim between the respective parties arising out of or relating to the Agreement, including any question concerning its existence, validity, termination, interpretation, performance or enforcement (“**Dispute**”) must first be discussed in good faith between the relevant parties to the Agreement in order to try and find an amicable solution. Any such Dispute shall first be discussed at a mutually convenient location within seven (7) calendar days from and excluding the date of receipt of notice from either party that a Dispute exists. If no solution can be reached in or as a consequence of such meeting, but in no event more than twenty one (21) calendar days from and excluding the date of receipt of the written notice referred to above, then the Dispute will be dealt with pursuant to clause 15.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

16.2 The parties irrevocably agree that the courts of Dubai shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

16.3 This Agreement has been entered into on the date stated at the beginning of it.

