

Salary Service Addendum

November 2018



This Addendum to the Agreement (as defined in the Subscription Agreement entered into between the Customer and Fourth) sets out additional terms and conditions applicable to the Salary Service product. It should be read in conjunction with and forms part of the Agreement. Please note that this Addendum is in three Parts. Part A sets out the further definitions applicable to this Addendum. Part B sets out terms that Fourth enters into in its own right with the Customer. The Parties acknowledge that many of the provisions in Part B are for the benefit of the Nominated Provider and that the Nominated Provider expressly takes the benefit of rights provided to Fourth or to the Nominated Provider in Part B (in each case both directly and/or indirectly) and the Parties expressly agree that the Nominated Provider, may take the benefit and enforce all such rights, in each case pursuant to the Contracts (Rights of Third Parties) Act 1999. Part C sets out terms that Fourth enters into with the Customer as agent for and on behalf of the Nominated Provider (as disclosed principal). Paragraph 9.2 of Part B is entered into by Fourth both in its own right and as agent for and on behalf of the Nominated Provider (as disclosed principal).

Fourth shall provide the Salary Service during the Term. The Salary Service shall be a “**Service**” for the purposes of the Agreement.

Part A

1. Definitions and Interpretation

The following words and expressions shall have the following meanings:

"App"	the downloadable end-user application made available by the Nominated Provider to Users as part of the Salary Service;
"Approved Credit Level"	such amount (if different from the Net Wage Percentage) notified to Customer in writing by the Nominated Provider from time to time;
"Credit Facility"	has the meaning ascribed to it in paragraph 1.1 of Part C;
"Credit Limit"	the lower of the Net Wage Percentage and the Approved Credit Limit;
"Default Interest Rate"	the interest rate agreed by the Parties prior to the provision of the Salary Service, and which shall apply pursuant to paragraph 1.8 of Part C;
"Materials"	all marketing materials made available by Fourth to the Customer in connection with the Salary Service;
"Net Wage Percentage"	the percentage of the Customer's aggregate net monthly Wages (expressed as a monetary value) payable to Users agreed with the Customer to be used as a parameter for the scope of Credit Facility;
"Nominated Provider"	Wagestream Limited or such other organisation that may be notified by Fourth to the Customer in writing as having the role of "Nominated Provider";
"Pay Day"	the Customer's monthly date on which it pays Wages to its employees and staff members (including the Users) agreed by the Parties on establishing the Salary Service (and as may be revised by agreement);
"Platform"	the software-as-a-service platform maintained by the Nominated Provider to be accessed by Users and the

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	Customer in the provision of the Salary Service, the details of which Fourth shall notify to the Customer on implementation of the Salary Service and which shall be reflected in the Materials;
"Report Date"	the date agreed by the Parties prior to commencement of the Salary Service for the purpose of reporting Transaction fees and deductions to be made in respect of the Salary Service, and which date shall be date prior to the Pay Day;
"Salary Advance"	each advance withdrawn by a User pursuant to the Salary Service (made in accordance with the Service Operation Terms and the Salary Service Documentation and the parameters and rules applicable to the Salary Service);
"Salary Service"	the operations which are undertaken under or in connection with all of the Platform, Service API, Salary Service Documentation and App ;
"Salary Service Documentation"	such documentation that is made available by Fourth to the Customer in connection with the Salary Service;
"Service Account"	an account set up by the Nominated Provider as agent on behalf of the Customer into which a User's Wages shall be transferred, and relevant deductions made in accordance with the Salary Service prior to transfer of the balance of the Wages to the User;
"Service API"	the Salary Service API made available by Fourth to the Customer (if any);
"Service Data"	information provided by the Customer and/or Customer personnel (whether by manual upload, through the Service API, or by any other means), or by any third parties acting on Customer's behalf or at Customer's request which may include Personal Data related to Users or otherwise connected to the Salary Service (and which shall include Customer employee data from the Customer's instance of the Fourth Solution relating to Workforce Management);
"Service Operation Terms"	the terms and conditions between a User and the Nominated Provider governing the use of the App and the communication through the App of the Customer's parameters for the User governing the relevant aspects of use of the Salary Service by that User;
"Solution Provision Date"	has the meaning given in the Subscription Agreement;
"Termination Payment"	a payment which is made by the Customer to an employee, member or other individual under the payroll system of the Customer, as part of the contract termination process relating to that person;
"Transaction"	a process whereby a User requests via the Platform or the App for the transfer to the User of a sum of money on account of accrued but unpaid Wages, and, pursuant to such request, such sum is transferred to the User;

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"User"	an employee, member or other individual under the payroll system of the Customer who has subscribed, on the Platform or by using the App, to use the Salary Service;
"User Profile"	has the meaning given in paragraph 3.4.4 of Part B;
"Wages"	a User's wages payable by the Customer; and
"Year"	any period of 12 consecutive months starting on the Solution Provision Date or any anniversary of the Solution Provision Date.

- 1.2 Any capitalised words or expressions used but not defined in this Addendum will have the meaning set out in the Agreement.
- 1.3 In the event of any conflict between the provisions of this Addendum and the provisions of the Agreement, the Addendum provisions shall prevail.
- 1.4 Any reference to Fourth performing any obligations under this Addendum in respect of the Salary Service shall be interpreted as Fourth performing or procuring the performance of such obligations, and the Customer acknowledges that Fourth shall procure that Nominated Provider shall provide the Salary Service subject to the agency pursuant to paragraph 1 of Part B, and the principle of agency applicable to the provisions of Part C.

Part B

1. Agency and third party rights

- 1.1 Fourth has appointed the Nominated Provider to be responsible for the processing of Transactions.
- 1.2 The Customer acknowledges and confirms that the Nominated Provider (as procured by Fourth pursuant to paragraph 1.1) shall be acting on the Customer's behalf as its agent, in undertaking any Transaction and/or in performing any aspect of the Salary Service.
- 1.3 Notwithstanding Clause 12.7 of the Agreement, the Nominated Provider shall be entitled to enforce all the terms of the Agreement and this Addendum pursuant to the Contracts (Rights of Third Parties) Act 1999; in respect of which it benefits (directly or indirectly) (through its contractual relationship with Fourth or otherwise). Furthermore, there shall be no variation to any of this Addendum without the prior written consent of the Nominated Provider.

2. Proprietary Rights

- 2.1 **Licence.** Subject to the other provisions of the Agreement and this Addendum, Fourth grants to the Customer a non-exclusive, non-transferable, non-sublicensable (except as set out in paragraph 2.2 of this Part B), limited licence, during the Term to begin immediately after: (i) the installation and go-live, all in accordance with the Salary Service Documentation of the Platform and the Service API; and (ii) the availability to Users of the App; to:
 - 2.1.1 access and use the Service API and Customer-facing interface of the Platform;
 - 2.1.2 access the Salary Service Documentation; and
 - 2.1.3 promote the Platform and the App to its employees and members,in each case to support and facilitate the provision of the Salary Service in accordance with this Addendum to the Customer for the benefit of Users and potential Users.
Fourth grants the Customer a licence to reproduce and distribute the Materials to Users, for internal use only.
- 2.2 **Restrictions on Use of Service.** The Salary Service and Materials are for the Customer's internal use only, for use with Customer's Users. In connection with the Customer's use of the Salary Service, the Customer will comply with all applicable laws, rules and regulations. Except as set out in the Agreement or this Addendum and/or to the extent that such actions cannot be prohibited under applicable law, the Customer will not, and will not permit any third party to:
 - 2.2.1 copy, modify, translate, or create derivative works of any of the Platform, Service API, Salary Service Documentation, App or Materials;

- 2.2.2 reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Salary Service or any of the Platform, Service API, Salary Service Documentation, App or Materials;
 - 2.2.3 lend, lease, offer for sale, sell or otherwise use the Salary Service for the benefit of third parties; or
 - 2.2.4 attempt to circumvent any licence, timing or use restrictions that are built into the Salary Service or the Platform, Service API, Salary Service Documentation, App or Materials.
- 2.3 **Ownership.** Except for the limited rights granted in paragraph 2.1 of this Part B, as between Fourth and the Customer, Fourth (and the Nominated Provider as appropriate among Fourth and the Nominated Provider) retains all right, title and interest, including all intellectual property rights, in and to the Salary Service, the Platform, Service API, Salary Service Documentation, App and Materials. The Customer acknowledges that the Salary Service, the Platform, Service API, Salary Service Documentation, App and Materials contain Fourth's (and the Nominated Provider's) valuable trade secrets, the improper use or disclosure of which would cause Fourth (and the Nominated Provider) irreparable harm. Accordingly, the Customer agrees to use the Salary Service, the Platform, Service API, Salary Service Documentation, App and Materials solely as authorised hereunder. The Customer acknowledges that the licence granted pursuant to this Addendum is not a sale and does not transfer to the Customer title or ownership of the Salary Service, the Platform, Service API, Salary Service Documentation, App or Materials or a copy of any of these, but only a right of limited use. Fourth (and the Nominated Provider) reserve all rights not expressly granted hereunder.
- 2.4 **Customer Data.** Subject to the provisions of the Agreement and this Addendum, the Customer grants to Fourth (and to the Nominated Provider) a non-transferable licence (with the right to sub-license to Fourth's subcontractors and to the Nominated Provider and its sub-contractors in connection with the provision of the Salary Service) to use the Service Data for the purpose of providing the Salary Service. The Customer represents and warrants and undertakes to Fourth and the Nominated Provider that on an ongoing basis:
- 2.4.1 it owns (and shall own) the Service Data or otherwise has (and shall have) the rights in respect of it set out in, or otherwise contemplated, by this Addendum to grant rights, licences and authorisations to Fourth and to the Nominated Provider;
 - 2.4.2 the posting and use of Service Data on or through the Salary Service shall not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any third party;
 - 2.4.3 the posting of Service Data on or through the Salary Service shall not result in a breach of contract between the Customer and any third party;
 - 2.4.4 the Service Data and any other information requested by Fourth (or the Nominated Provider) in order to provide or procure the Salary Service (for example, information necessary to on-board the Customer, including financial information) is, and shall be, accurate and up to date;
 - 2.4.5 the Service Data (insofar as it comprises Personal Data) has been (and shall be) obtained and processed lawfully and the data subjects have been (and shall be) provided with an appropriate privacy notice as required under Applicable Privacy Law;
 - 2.4.6 the Salary Service Documentation and Salary Services to be provided by Fourth under the Subscription Agreement (or any document referred to in the Subscription Agreement) or this Addendum for the purposes of or pursuant to this Addendum will be entirely consistent with and appropriate to the Customer's lawful purposes.
- 2.5 The Customer shall update the Service Data on an ongoing basis so as to maintain its accuracy.

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- 2.6 The Customer hereby consents to the use of the data (including Personal Data) in its portal for the Fourth Solution relating to Workforce Management (known as People System) for the purposes of the Salary Service, and instructs Fourth to share all such data with the Nominated Provider.
- 2.7 The Customer hereby consents to the use of the data (including Personal Data) referred to in paragraph 2.6 of this Part B for the purposes of the calculation (by Fourth or the Nominated Provider) of aggregate statistics about Fourth's or the Nominated Provider's customers' data and use of those statistics (but not the underlying data) for purposes of sales, marketing, business development, product enhancement, or customer service by Fourth and/or Nominated Provider; and such aggregate statistics shall not constitute Personal Data.

3. Use of the Service

- 3.1 **Service Description.** The Parties agree that:
 - 3.1.1 the Salary Service enables the Customer to offer a salary advance scheme to Users through the use of e-wallets from which Users can withdraw such advances in accordance with the subscription model they subscribed to with the Nominated Provider pursuant to the Service Operation Terms;
 - 3.1.2 as a part of the Salary Service, Nominated Provider will provide a short term Credit Facility to the Customer, details and terms of the operation of which are set out in Part C to this Addendum;
 - 3.1.3 any sums made available by the Nominated Provider to the Customer under that short term Credit Facility are made available solely for the purpose of the Customer paying salary advances to Users (and this provision is for the express benefit of the Nominated Provider);
 - 3.1.4 the Customer shall pay all earned Wages as per its payroll schedule into the designated Service Accounts;
 - 3.1.5 the Nominated Provider will deduct the amounts of advances made to Users from the amounts deposited into the Service Accounts as repayment against the advances to the Customer; and
 - 3.1.6 the Nominated Provider will then pay the balance of Wages to Users as agent for Customer.
- 3.2 **Fourth Responsibilities.** Fourth will use commercially reasonable efforts:
 - 3.2.1 from the Solution Provision Date, to make the Salary Service available at all times during the Term, except for planned downtime and except for the circumstances set out in Clause 10 of the Agreement (Force Majeure) (including Internet service provider failures or delays, denial of service attacks, credit/debit network failures)
 - 3.2.2 to provide the Salary Service only in accordance with applicable laws and regulations;
 - 3.2.3 through the Customer's dashboard available on the Platform, to provide the Customer with a real-time list of Users, active or cancelled, including the Users' respective Wages and payment history to such Users in respect of the Salary Service;
 - 3.2.4 to inform the Customer when a User signs up to the user arrangements (including signing up to the Service Operation Terms between the Nominated Provider and the User in respect of the use of the App) in respect of the Salary Service or cancels his or her account in respect of the Salary Service; and
 - 3.2.5 to procure that any amounts remaining in the User Service Accounts after the deductions from the User Service Account have been made by the Nominated Provider pursuant to Paragraph paragraph 1.7 of Part C shall be credited to Users in the amounts set out in a report (in a form agreed between Fourth and the Customer) to be given by Fourth to the Customer no later than the Report Date.
- 3.3 **New Users.** Following a User's agreement to the Service Operation Terms, Fourth may submit a request to Customer for such personal details and data relating to such User as may be necessary for Fourth provide the Salary Service in respect of that User, which may include the User's name, date of birth, employment status, date that the User's employment with the Customer commenced,

whether the User is currently serving any notice period and gross and net Wages. Upon receipt of such request from Fourth, the Customer shall make changes to the relevant User's bank account details on its payroll file to reflect the fact such Users have access to the benefits of the Salary Service, as instructed by Fourth from time to time. The Customer shall comply with all reasonable requests and instructions given by Fourth (or the Nominated Provider) in respect of the practical arrangements for transferring Service Data to payroll in accordance with the Agreement and this Addendum.

3.4 **Customer Responsibilities.**

- 3.4.1 The Customer shall (so as to benefit Fourth and the Nominated Provider):
- 3.4.1.1 on or around the Effective Date, and from time to time with respect to new joiners, provide its employees, members or other individuals under the payroll system of the Customer, with information (including the Materials) on how to download and use the App and the Platform, in the manner agreed by the Parties during the launch process;
 - 3.4.1.2 in accordance with the Customer's regular payroll timeline (and the Payroll Bureau Services where Fourth is also providing these services) permit Fourth (and the Nominated Provider) to issue a BACS instruction to the Customer's bank to transfer Users' Wages into the relevant Users' Service Accounts (as specified by Fourth from time to time);
 - 3.4.1.3 procure that use of the Salary Service is made only in accordance with this Agreement and Addendum, the Salary Service Documentation, and all applicable laws and government regulations. In particular, and without limitation, Customer shall procure and ensure that advances made to the Customer pursuant to the Credit Facility shall be solely for the purpose of the Customer making Salary Advances to Users in accordance with this Addendum and the Customer shall not use or not seek to use the Credit Facility for any other purpose;
 - 3.4.1.4 on days when Customer wants the Platform to be available to Users, provide Fourth with sufficient and appropriate data regarding Users' Wages as are required to enable Fourth to procure provision of the Platform (and related services) to Users;
 - 3.4.1.5 use commercially reasonable efforts to prevent unauthorised access to or use of the Salary Service, and notify Fourth immediately of any such unauthorised access and/or use of which Customer becomes aware;
 - 3.4.1.6 update Users' account information so as to route properly payments of Wages to the Users' Service Accounts and shall keep such details up to date at all times;
 - 3.4.1.7 notify Users if it intends to terminate the availability of the Salary Service for its Users under (and in accordance with) this Addendum; and
 - 3.4.1.8 ensure that any employment or other engagement agreement(s) between the Customer and each User appropriately provides and allows for the provision of the Service to that User pursuant to this Addendum.
- 3.4.2 The Customer shall not:
- 3.4.2.1 make benefits of the Salary Service or any of the Platform, Service API, Salary Service Documentation, App or Materials available to any third party other than as set out in the Agreement and this Addendum;
 - 3.4.2.2 interfere with or disrupt the integrity or performance of any of the Platform, Service API, Salary Service Documentation, App or Materials, the Salary Service or any third-party data contained on the Salary Service, (including any third-

- party data on the Customer's employees, members or other individuals under the payroll system of the Customer); or
- 3.4.2.3 attempt to gain unauthorised access to the Salary Service or its related systems or networks or any of the Platform, Service API, Salary Service Documentation, App or Materials.
 - 3.4.3 Prior to funding each scheduled payroll, the Customer will transmit to Fourth the details of the net earnings of each User (and in accordance with the Payroll Bureau Services where these services are also being provided by Fourth) to facilitate the prompt operation of the Salary Service.
 - 3.4.4 The Customer will create and provide to Fourth, and/or procure the provision of, all information and data necessary to create a user profile for each current eligible employee or member or other individual under the payroll system of the Customer, as soon as possible after the employee or member becomes eligible, in a format that is satisfactory to Fourth (to the extent not already provided in connection with the Payroll Bureau Services where these services are also provided by Fourth) ("**User Profile**"). The Customer will ensure that a User Profile is created for all eligible new hires at the time they are set up on the Customer's payroll system. The Customer will inform Fourth of any change in circumstances of employment for any of its employees, members or Users, within 5 business days of the relevant individual's wages payment date. The Customer will only provide employees, members and Users' email addresses in the profiles to the extent that it has the consent of the relevant employees, members and Users to disclose them to Fourth for this purpose. The Customer will not knowingly include in such information details of its employees, members and Users, who are bankrupt, on an individual voluntary arrangement, serving their notice period, or are soon due to be ending their employment with the Customer.
 - 3.4.5 Fourth (and/or the Nominated Provider) shall have no liability whatsoever in relation to the accuracy of any User Profiles or data provided by the Customer.
 - 3.4.6 The Customer will immediately deactivate the User account of any User that is going to receive a Termination Payment from the Customer. As part of the deactivation process, Fourth will report the applicable deduction to apply to the Termination Payment having regard to existing outstanding Transactions and any costs relating thereto.
 - 3.4.7 Fourth shall facilitate the invoicing of the Customer by the Nominated Provider at the end of the pay period (the Customer acknowledging that the Nominated Provider will be incurring the ultimate costs of providing Wages advances to such User pursuant to the Credit Facility the Nominated Provider is making available to the Customer and that such invoice is ultimately a disbursement recompense to the Nominated Provider). The Customer shall apply the deduction to the Termination Payment and will pay the invoice within 30 days of receipt.
 - 3.4.8 The Customer shall immediately inform Fourth in writing (to the extent not provided in accordance with the Payroll Bureau Services), if:
 - 3.4.8.1 the employment of or contract with any User is terminated or is going to be terminated for any reason;
 - 3.4.8.2 a User becomes, or is likely to become subject to Transfer of Undertakings (Protection of Employees) Regulations 2006 ("TUPE") transfer;
 - 3.4.8.3 the Customer is notified or becomes aware of User's date of retirement;
 - 3.4.8.4 a User has a change in employment circumstance, other than the cessation of their employment, whereby their periodic remuneration becomes less than their regular wages;

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3.4.8.5 the Customer submits (or is required to submit) to the redundancy payments service an HR1 form in relation to its proposal to make 20 or more of its employees redundant; or

3.4.8.6 the Customer changes the date on which Users receive their Wages.

3.4.9 The Customer shall promote the Salary Service to employees, members or other individuals under the payroll system of the Customer in accordance with the Materials.

3.5 Charges

In consideration of the licence in paragraph 2.1 of this Part B and the provision of the Salary Service pursuant to this Addendum, the Customer shall pay the Charges in accordance with Clause 4 of the Agreement.

3.6 Data Protection

3.6.1 The Data Processing Agreement and Privacy Policy shall apply to the provision, maintenance and processing of Service Data that is also Personal Data (and which relate to this Addendum). The data flows to which the provision and processing of such Personal Data relate (insofar as it relates solely to the Salary Service) are set out in Exhibit A.

3.6.2 If the Customer provides instructions relating to the processing of Personal Data in connection with the Salary Service and such instructions would materially change the way in which the Salary Service is provided, then Fourth shall discuss with the Customer the impact and potential options for resolution of the impact (whether by way of adjustment to the instructions, operational change and/or adjustment to pricing). If notwithstanding the review and discussion around the impact there is no resolution and/or the instructions cannot be modified, and where the instructions do not strictly reflect a change in law, then Fourth may terminate this Addendum upon written notice to the Customer.

4. Specific Termination Requirements

Fourth may terminate the provision of the Salary Service and its obligations hereunder immediately by written notice to the Customer if:

4.1 the continued provision of the Salary Service does not comply with all applicable law and regulations; or

4.2 Fourth:

4.2.1 (or the Nominated Provider) will, or may in the reasonable opinion of Fourth or the Nominated Provider, be treated as a credit broker or otherwise treated as a provider of credit which require any form of consumer credit regulatory licence in connection with the Salary Service or the Credit Facility; or

4.2.2 will, or may in the reasonable opinion of Fourth require any other form of regulatory licence in connection with the Salary Service or the Credit Facility.

5. Consequences of Termination

5.1 **Effect of Termination.** Upon expiration or termination of this Addendum for any reason (and notwithstanding Clause 9.2 of the Agreement): (i) the rights, licences and access to the Salary Service, the Platform, Service API, Salary Service Documentation, App and Materials granted to the Customer under this Addendum and obligations to provide the Salary Service will immediately terminate; provided that termination will be effective only when each User's Service Account has no balance (and the Customer does not have any further payment obligation under this Addendum); and (ii) all amounts owed by the Customer pursuant to the Agreement (in respect of the Salary Service) or this Addendum will become immediately due and payable.

5.2 **Survival.** Part A of this Addendum; Paragraphs 2.2, 2.3, , 2.7, 3.4.2, 3.4.5, 3.4.7, 3.4.8, 3.5, 5.1 and 5.2 of Part B of this Addendum; and the provisions of Part C applicable to repayment to the Nominated Provider of all monies loaned pursuant to the Credit Facility and to Transaction fees; shall survive this Addendum's termination or expiration.

6. Scope of responsibility and exclusion of implied terms

- 6.1 Save as expressly stated in this Addendum, the Salary Service is provided “as is” without warranty of any kind. Neither Fourth nor Nominated Provider make any promises, representations or warranties, whether express, implied, statutory, or otherwise, with respect to the Salary Service, including its condition, its conformity to any representation or description, or the existence of any latent or patent defects, and Fourth (and Nominated Provider) specifically disclaim all implied warranties of merchantability and fitness for a particular purpose and all other implied or statutory warranties, as well as any local jurisdictional analogous to the above. Fourth (and/or Nominated Provider) does not warrant that the Salary Service will be error-free or that the Salary Service will work without interruptions.
- 6.2 The Platform may contain links to third-party websites and services, and/or display content for third parties, such as rota or payroll services providers used by the Customer (collectively, “**Third-Party Links & Content**”). Fourth makes no promises, representations or warranties, whether express, implied, statutory, or otherwise, with respect to Third-Party Links & Content.

7. Representations and Warranties

- 7.1 The Customer represents and warrants to Fourth and the Nominated Provider, and Fourth represents and warrants to the Customer that it will abide by all applicable laws and regulations with respect to online activities, use of end user data related to or in connection with the Salary Service.
- 7.2 The Customer warrants, represents and undertakes to Fourth and the Nominated Provider that:
- 7.2.1 it has not created or permitted to subsist any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or entered into any other agreement or arrangement having similar effect over all or any part of its present or future assets save to the extent disclosed to Fourth in writing prior to the Effective Date;
- 7.2.2 the Customer is not or has not:
- 7.2.2.1 been unable or admitted inability to pay its debts as they fall due;
- 7.2.2.2 been deemed to, or declared to, be unable to pay its debts under applicable law;
- 7.2.2.3 suspended or threatened to suspend making payments on any of its debts; or
- 7.2.2.4 by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; and
- 7.2.3 the Customer has not taken any corporate action, legal proceedings or other procedure or step in relation to:
- 7.2.3.1 the suspension of payments, a moratorium or any indebtedness, its winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- 7.2.3.2 a composition, compromise, assignment or arrangement with any of its creditors; or
- 7.2.3.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any obligor or any of its assets.

8. Limitation of Liability.

- 8.1 Notwithstanding any other liability limitation provisions elsewhere in the Agreement, except to the extent that liability cannot be limited or excluded under applicable law:
- 8.1.1 in no event will Fourth's and the Nominated Provider's liability (collectively and in aggregate) arising out of or related to this Addendum in any event exceed the sum of the Fees paid by the Customer to Fourth during the Year preceding (or in respect of the first Year, the sum of the Fees during that Year), and for these purposes the Year in which the

time of the first act or omission that gives rise to a liability shall be taken as the Year in which that full liability; and

8.1.2 except for a breach of the licence restrictions in paragraph 2.2 of this Part B, in no event will Fourth and the Nominated Provider on the one part, and the Customer on the other part have any liability for any indirect, incidental, special, or consequential damages to each other, however caused and on any theory of liability, whether for breach of contract, tort (including negligence) or otherwise, arising out of or related to this Addendum, including but not limited to loss of anticipated profits or loss or interruption of use of any files, data or equipment, even if advised of the possibility of such damages.

8.2 The Parties agree that the foregoing limitations in paragraph 8.1 of this Part B represent a reasonable allocation of risk under this Addendum.

9. Indemnification

9.1 Notwithstanding paragraph 8 of Part B, the Customer will defend, indemnify and hold harmless Fourth and the Nominated Provider against any claim, action, suit, proceeding, loss, damage, expense and costs (including without limitation court costs and reasonable legal fees) arising out of or related to:

9.1.1 Fourth's or the Nominated Provider's use of any Service Data in connection with the Service (including late or erroneous payments of Wages resulting from inaccuracies in the Service Data, or the Customer's failure to provide the Service Data necessary for the Nominated Provider (as agent of the Customer) to make payments of Wages to Users) and/or the Customer API;

9.1.2 the Customer's acceptance or refusal of an employee as eligible to use the Service pursuant to paragraph 3.3 of Part B (New Users);

9.1.3 the Customer's breach of paragraph 3.4.1 of Part B or paragraph 1.10 of Part C;

9.1.4 the Customer's delay or failure in making payment of any Wages; or

9.1.5 the amount of Wages paid to a User, including any over- or under-payment of any Wages.

9.2 Fourth will defend the Customer from any claim, action, suit or proceeding made or brought against the Customer by a User arising out of or related to Fourth's access to or use of User email address, bank accounts or telephone number provided in connection with this Addendum in breach of this Addendum, and will indemnify the Customer for any damages, fines, penalties, or costs (including attorney fees) arising out of or related to such claims. The Nominated Provider will defend the Customer from any claim, action, suit or proceeding made or brought against the Customer by a User arising out of or related to the Nominated Provider's access to or use of User email address, bank accounts or telephone number provided in connection with this Addendum in breach of this Addendum, and will indemnify the Customer for any damages, fines, penalties, or costs (including attorney fees) arising out of or related to such claims.

9.3 Notwithstanding the preceding provisions of this paragraph 9.3 of Part B, neither Fourth nor the Nominated Provider will defend and/or indemnify the Customer for such claims that are the result of a breach of the Addendum by, or errors, omissions or malfeasance on the part of, the Customer.

Part C

This Part C of this Addendum is entered into by Fourth as agent for the Nominated Provider (a disclosed Principal) and the Customer.

1. Credit Facility

1.1 As a part of the Service, the Nominated Provider will provide a short term credit facility to the Customer (the "**Credit Facility**") to enable Customer to make Salary Advances to Users, and the Nominated Provider has agreed to effect the payment of those Salary Advances to relevant Users on behalf of Customer as agent of Customer.

1.2 The aggregate amount available to Customer under the Credit Facility shall be the lower of:

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1.2.1.1 Net Wage Percentage; and

1.2.1.2 Approved Credit Level,
(the “Credit Limit”).

- 1.3 A request for a Salary Advance by a User shall be deemed to be a request for an advance to Customer under the Credit Facility in the amount of the Salary Advance requested by the User. Subject to the aggregate amount of all advances made to the Customer during the relevant month under the Credit Facility together with the amount of the Salary Advance requested by the User not exceeding the Credit Limit, the Nominated Provider shall make an advance to Customer under the Credit Facility in an amount equal to the requested Salary Advance and shall credit the amount of that advance to the User’s e-wallet.
- 1.4 A Salary Advance effected by the Nominated Provider on behalf of Customer will not exceed an amount as determined by the Nominated Provider from time to time. For the avoidance of doubt, Users will not be permitted to withdraw the full gross and/or net amount of the wages accrued as at the date a Salary Advance is requested.
- 1.5 Users will only be able to withdraw advances from their e-wallet during the calendar month in which they are paid pursuant to the Customer’s usual payroll schedule. By way of illustration only: (i) if the Customer pays its Users for Wages earned two months in arrears, and a User has worked four shifts in March (i.e. the Customer will pay for those March shifts on 30th April), then the User will not be able to withdraw advances using the Services prior to 1st April in relation to the four shifts incurred in March; or (ii) if the Customer pays its Users monthly on the 20th of each month (for work incurred during the calendar month of the payment date), Users will only be able to withdraw advances for shifts incurred during that calendar month from the 1st until the 19th of that calendar month.
- 1.6 The Customer will pay an amount equal to Wages of Users as at the end of each calendar month as per its payroll schedule into the designated User Service Account no later than the Pay Day. The Customer shall notify the Nominated Provider at least three (3) months prior to making any change to its payroll schedule and/or the Wages payment date,
- 1.7 On the Pay Day, the Nominated Provider shall deduct an amount equal to the aggregate amount of advances made to the Customer under the Credit Facility together with an amount equal to the aggregate amount of transaction fees (as specified in the Service Operation Terms) during that month from the amount credited to the designated User Service Account under paragraph 3 above. Any amounts remaining after such deductions shall be credited to the applicable Users’ e-wallets in the amounts set out in a report (in a form agreed between Fourth and the Customer) to be given by the Nominated Provider to the Customer no later than the Report Date;
- 1.8 Any amounts of Wages due to be paid in the User Service Account that would be applied to repay amounts advanced to Customer under the Credit Facility which is not paid on that day shall accrue default interest at the Default Interest Rate from the due date of payment to the date paid and shall be paid to the Nominated Provider by the Customer within 30 days of written demand;
- 1.9 The Credit Facility shall terminate immediately and without the need to give any notice if any of the events or circumstances listed under paragraphs 7.2.2 or 7.2.3 in Part B occur with respect to the Customer.
- 1.10 The Customer shall not create, or permit to subsist, any mortgage, charge, pledge, lien or security interest securing an obligation of any person or enter into any other agreement or arrangement having a similar effect on all or any part of its present or future assets without giving the Nominated Provider not less than 5 business days’ prior written notice.

2. Representations and Warranties

The Nominated Provider represents and warrants to the Customer that it will abide by all applicable laws and regulations with respect to online activities, use of end user data related to or in connection with the Salary Service.

Salary Service Addendum

November 2018



EXHIBIT A

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA – as applicable only to this Addendum (but without prejudice to the data protection provisions and processing details that may be set out in the Agreement or in respect of Services or Products other than the Salary Service)

This Exhibit includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter of the processing	The processing of Personal Data by Fourth (and where appropriate by the Nominated Provider as a sub-processor) in the provision of the Salary Service pursuant to the Agreement and this Addendum (and reference below to Fourth shall include reference to the Nominated Provider as a sub-processor to the extent appropriate for the provision of the Salary Service).
Duration of the processing	For the duration of the Agreement and in accordance with Fourth's Data Retention Policy, as amended from time to time, as restricted by this Addendum.
Nature and purpose of the processing	For the provision of the Salary Service as described in this Addendum.
Type of Personal Data being processed	<p>Without prejudice to the other services which Fourth may provide to the Customer (and which will mean in any event that in connection with those services the type of Personal Data which may be processed will include any information which may relate to the employment/engagement of the Customers' staff, which may include, but is not limited to, the following categories of Personal Data: contact information, personal details, salary information, rotas, performance/appraisal information, grievances, disciplinary records, medical records, maternity/paternity records and any other records which the Customer may store in the Fourth Solution from time to time), specifically for the Salary Service the following types of Personal Data may be processed:</p> <ul style="list-style-type: none"> •Personal data <ul style="list-style-type: none"> o First Name o Last Name o Address o NI number o E-mail o Cell Phone Number •Banking data <ul style="list-style-type: none"> o Sort Code o Account Number o Banking Institution
Categories of data subjects being processed	<p>Fourth may process Personal Data to the extent which it is determined and controlled by the Customer, which may include, but is not limited to the following categories of data subjects:</p> <ul style="list-style-type: none"> • employees of the Customer; • personnel authorised by the Customer to use the Fourth Solution (e.g. administrators)
Obligations and rights of the Customer	As set out under this Addendum and Privacy Policy or otherwise under the Applicable Privacy Law.