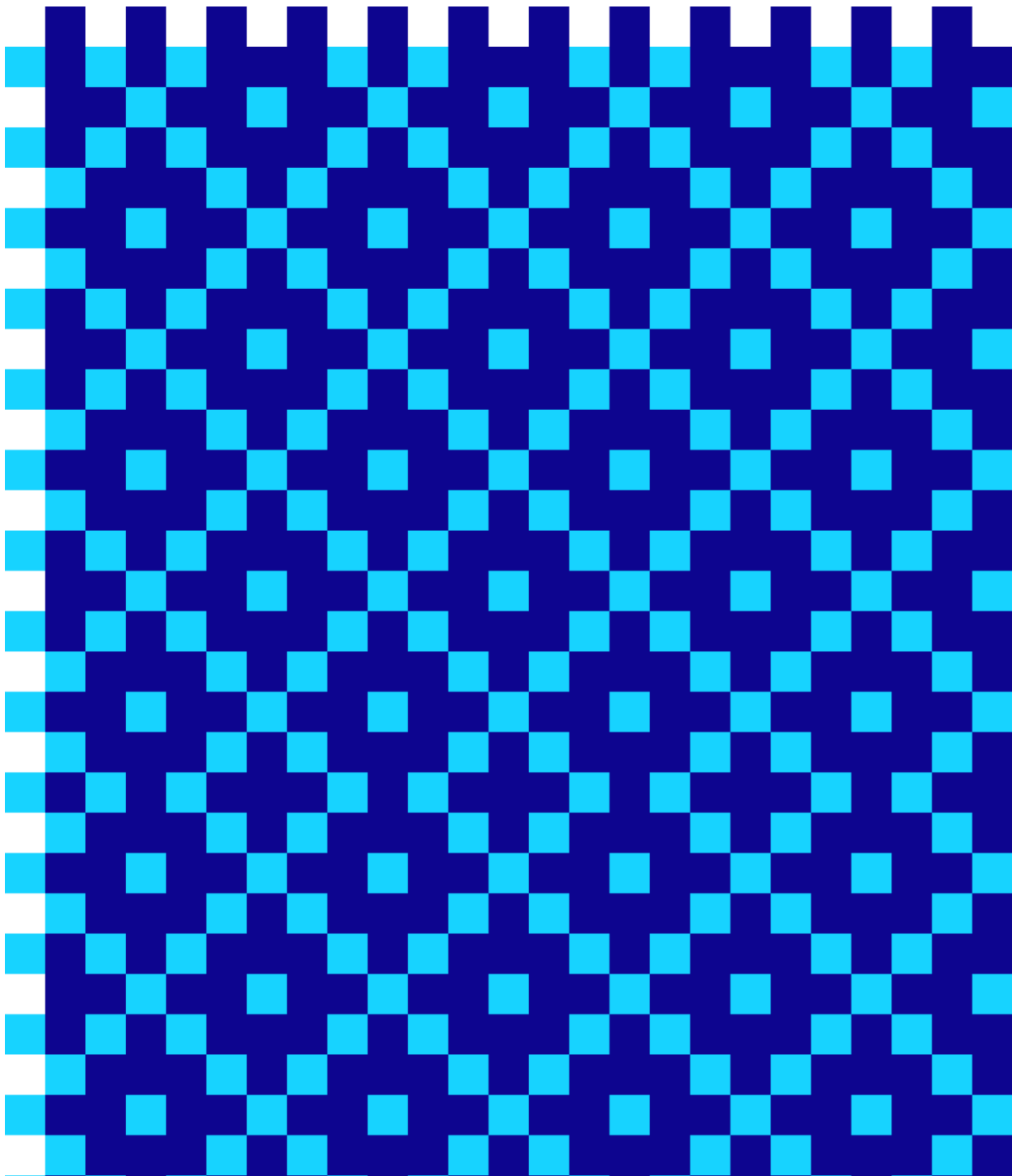


Card Processing Agreement

Schedule 6 – Fraud Manager



The terms below supplement the Card Processing Agreement and relate to Fraud Manager only. The Parties agree that the terms of the Card Processing Agreement do not apply to Fraud Manager, unless otherwise explicitly stated in this Schedule 6.

Agreed Terms

1. Definitions and interpretation

- 1.1. In this Schedule the following definitions and rules of interpretation apply:
- 1.1.1. **CARD PROCESSING AGREEMENT** means the agreement entered into by the Client and THREDD, as amended by the parties from time to time.
 - 1.1.2. **CLIENT SERVICE OWNER** means the Client contact that will be the first contact for THREDD regarding Fraud Manager.
 - 1.1.3. **FRAUD ALERT** means an alert triggered by the Fraud Rules, which may result in a Fraud Alert Message being sent by THREDD.
 - 1.1.4. **FRAUD ALERT MESSAGE** means a communication sent from THREDD to the most recent phone number held on THREDD database for the relevant Cardholder.
 - 1.1.5. **FRAUD ANALYST** means the analyst performing transaction monitoring and other applicable tasks under the remit of Fraud Manager.
 - 1.1.6. **FRAUD MANAGER or SERVICE** means the fraud manager service provided to the Client under this Schedule, and as described in Annex 1.
 - 1.1.7. **FRAUD MANAGER START DATE** means the date on which Fraud Manager commences, as set out in the Order Form.
 - 1.1.8. **FRAUD MANAGER** means any fraud tool used by THREDD to monitor Fraud Alert, or the manual monitoring of fraudulent transactions by THREDD.
 - 1.1.9. **REGULATIONS** means all relevant laws, statutes, statutory instruments, acts, regulations, orders, and directives issued by government agencies, self-regulatory bodies, trade associations or industry bodies (whether or not having the force of law) applicable to the conduct of the business of the Client or THREDD or in connection with their rights and obligations under this Schedule.
 - 1.1.10. **REPRESENTATIVE** means all employees, temporary staff, independent contractors, part-time staff, call centre operatives, marketing and sales personnel, agents, representatives and all other people, in each case retained by or otherwise working under the direction of any member of either Party.
 - 1.1.11. **SERVICE LEVEL** means each service level set out in the Service Level Agreement relevant to delivery and performance of Fraud Manager.
 - 1.1.12. **SERVICE LEVEL AGREEMENT** means the service level agreement set out in Annex 2 of this Schedule.
- 1.2. Headings in this Schedule are for ease of reference only and do not affect its interpretation.
- 1.3. Unless the context requires otherwise, words in the plural includes the singular and the vice versa.
- 1.4. Where applicable, references to specific GDPR Articles are to the equivalent Articles or provisions of UK GDPR.
- 1.5. The Schedules and Appendices form part of this Schedule and shall have effect as if set out in full in the body of this Schedule.
- 1.6. This Schedule is supplemental to the Card Processing Agreement and does not replace or amend the Card Processing Agreement which shall continue in effect according to its terms. The Parties agree that the terms of the Card Processing Agreement do not apply to this Fraud Manager or this Schedule, unless otherwise explicitly stated in this Schedule.
- 1.7. The Parties agreement that the following definitions set out in the Card Processing Agreement shall be incorporated and apply to this Schedule: THREDD, Client, 1.1.9 (Business Day), 1.1.10 (Card), 1.1.14 (Cardholder), 1.1.21 (Confidential Information), 1.1.24 (Credentials), 1.1.36 (Order Form), 1.1.55 (Transaction), 1.1.56 (Transaction Fees), 1.1.58 (Working Hours).
- 1.8. The Parties agree that the following clauses in the Card Processing Agreement shall be incorporated and apply to this Schedule: 2 (Fees and other revenues), 6 (Client Obligations), 13 (Additional obligations of the Client), 16 (Confidential Information), 7 (Security), 17 (No joint venture, partnership or agency), 21 (Disputes), 25 (Notices).

2. Fraud Manager

- 2.1 The provision by THREDD of Fraud Manager is dependent upon the Client providing such details to THREDD as THREDD may reasonably require in order to provide Fraud Manager, including but not limited to:
- 2.1.1 Cardholder contact details (including but not limited to most recent mobile phone number).

- 2.2 The Client is solely responsible for providing and configuring the fraud monitoring rules to increase fraud monitoring efficiency (“**Fraud Rules**”) and shall ensure that any changes to such Fraud Rules are communicated to THREDD via the THREDD jira application. The Client is solely responsible for its choice of Fraud Rules and shall review and update its Fraud Rules from time to time at its discretion. THREDD is not responsible for any delay or result of Client’s failure to correctly configure Fraud Rules.
- 2.3 Subject to Client providing notice of changes in Fraud Rules in accordance with clause 2.2, THREDD shall update the Fraud Rules within 48 hours of receipt. THREDD shall only carry out Fraud Alert Messages based on the Fraud Rules provided and configured by the Client in accordance with clause 2.2.
- 2.4 The Client acknowledges that if a valid mobile phone number is not provided to THREDD for Cardholders it will not be possible for THREDD to send the relevant Fraud Alert Message.
- 2.5 The Client shall work with THREDD to populate predefined templates for Fraud Alert Messages.
- 2.6 The Client acknowledges that where countries have local restrictions on 2-way SMS or a country is sanctioned (“Local Restrictions”) it will not be possible for THREDD to send the relevant Fraud Alert Message. THREDD shall not be liable for any failure to send a Fraud Alert Message to a Cardholder affected by Local Restrictions.
- 2.7 The Client shall use best endeavours to assist THREDD in the delivery of Fraud Manager and will respond to all requests for assistance in a timely and professional manner.
- 2.8 With the exception of anything that is expressly specified in this Schedule as being supplied, provided, installed or implemented by THREDD in relation to Fraud Manager, the Client will supply, provide, install and implement (or arrange for the supply, provision, installation or implementation) any hardware, software, network and telecommunications systems, cards and any other facilities or services that might be necessary to enable the provision of Fraud Manager.
- 2.9 Where it is reasonably necessary to enable THREDD to deliver, provide or maintain Fraud Manager (including any associated equipment or infrastructure) in accordance with this Agreement, the Client will allow or arrange for THREDD and THREDD Representatives to have access to any systems, networks or other facilities of the Client’s or that are operated on the Client’s behalf with the Client’s consent. This access will be subject to the Client’s normal security and access procedures as notified to THREDD.
- 2.10 THREDD reserves the right to implement changes to Fraud Manager at any time at its sole discretion. In such circumstances, THREDD will use reasonable endeavours to provide as much advance notice as possible of any such changes but is not bound to do so if to do so is not reasonably practicable.
- 2.11 Except to the extent expressly set out in this Schedule, no conditions, warranties or other terms apply to Fraud Manager.
- 2.12 Without prejudice to any of THREDD’s other rights under this Schedule, the Client agrees that THREDD may, at any time for the purposes of transaction monitoring, capacity planning and for analytical purposes, monitor any and all data that relates to the Client’s use of Fraud Manager.
- 2.13 THREDD shall provide Fraud Manager in accordance with the Service Level Agreement.

3. Limitation of Liability

- 3.1. Any liability that THREDD may have under or in relation to this Schedule or Fraud Manager is not excluded or limited to the extent that it arises from any claim for:
 - 3.1.1. death or personal injury caused by THREDD’s negligence or that of THREDD’s Representatives;
 - 3.1.2. fraud or fraudulent misrepresentation by THREDD or THREDD’s Representatives; and
 - 3.1.3. any liability that cannot lawfully be excluded under any applicable Regulations.
- 3.2. Subject to clause 3.1, THREDD shall not be liable to the Client in any way whatsoever (whether due to breach of contract, negligence, misrepresentation or for any other reason and whether or not we have been informed or are aware of the possibility of such loss arising) for any:
 - 3.2.1. indirect or consequential loss;
 - 3.2.2. loss of revenue;
 - 3.2.3. loss of profits;
 - 3.2.4. loss of goodwill;
 - 3.2.5. loss of anticipated savings;
 - 3.2.6. loss of customers;
 - 3.2.7. loss of business;
 - 3.2.8. loss under or liability in relation to any other contract (including any contract with a Cardholder);
 - 3.2.9. loss incurred by or in relation to any Cardholder;
 - 3.2.10. loss incurred as a result of THREDD’ failure to respond to Fraud Alert; and/or
 - 3.2.11. loss incurred as a result of the Client’s failure to comply with the provisions of Clause 2 of this Schedule.

- 3.3. Subject to Conditions 3.1 and 3.2, and excluding any indemnities provided in this Schedule, THREDD's aggregate liability under or in relation to this Schedule and the provision of the Services (whether due to breach of contract, negligence, misrepresentation or for any other reason and including liability to repay any sums already paid to THREDD under this Schedule) shall be limited to £25,000.
- 3.4. Without affecting any other express exclusions or limitations in this Schedule, THREDD's delivery of Fraud Manager and other obligations under this Schedule is subject to the Client complying in a timely manner with its obligations as set out in this Schedule and Cardholder's timely response to Fraud Alert Message. THREDD will not be liable for any breach of this Schedule to the extent that it arises from a failure by the Client to respond to a reasonable request or comply in a timely manner with its obligations as set out in this Schedule or Cardholder's failure or delay in responding to Fraud Alert Message.
- 3.5. Except in respect of any fraudulent or illegitimate Transactions being committed by its Representatives, THREDD shall have no liability for any loss or damage whatsoever arising from or related to any fraudulent or illegitimate Transactions and the Client shall fully indemnify THREDD in respect of any actions, proceedings, costs, losses and damages arising from such fraudulent Transaction.
4. The Client acknowledges that fraud may occur where the status is changed by the Client or the Cardholder in contradiction of Fraud Manager, and THREDD shall have no liability for any loss incurred as a result.
- 4.1. Each Party shall bear its own costs incurred in respect of compliance with their obligations under this Schedule.

5. Fraud Manager Review

- 5.1. The Parties shall carry out a weekly performance review of Fraud Manager and the Client shall provide recommendations regarding Fraud Manager during such performance review or at the request of THREDD (including but not limited to effectiveness of Fraud Rules and handling of Fraud Alerts and Fraud Alert Messages).
- 5.2. The Client shall ensure that the Client Service Owner or their nominated back up is available during Working Hours each day as the first contact for THREDD for provision of Fraud Manager.

6. Additional Obligations

- 6.1. The Client is responsible for ensuring that it provides THREDD with the latest contact details for its business, Representatives and Cardholders.
- 6.2. The Client is solely responsible for complaint handling and shall ensure that all complaints and communications with Cardholders are handled in accordance with the Regulations (including but not limited to any regulations for territories the Cardholder's Card is issued in).
- 6.3. The Client must at all times comply and continue to comply with the Regulations, the requirements of the Scheme, and must not do or omit to do anything which may lead to the failure to honour any responsibilities to Cardholders or others in connection with or relation to Fraud Manager.
- 6.4. Each Party shall comply with all applicable Regulations, including but not limited to reporting requirements under the Regulations. The Client shall indemnify THREDD against all liabilities, costs, expenses, damages and losses suffered or incurred by THREDD arising out of or in connection with the Client's breach of this clause 6.4.

7. Termination

- 7.1. This Schedule shall commence on the Fraud Manager Service Start Date and, subject to any earlier termination in accordance with the terms of this Schedule, shall automatically terminate upon termination of the Card Processing Agreement ("Fraud Manager Term").
- 7.2. THREDD shall be entitled to terminate this Schedule immediately in the event that:
- 7.2.1. the Client fails to comply with its obligations and (where such breach can be remedied) has failed to remedy it within twenty-eight (28) days after service upon it of a written notice specifying the breach in question and requiring it to be remedied; or
- 7.2.2. the Client is subject to a change of Control without the prior written consent of THREDD.

8. Data Protection

- 8.1. The Parties agree that the terms of the Data Protection Schedule to the Card Processing Agreement entered into the Parties shall be incorporated and apply to this Schedule, save for any references to the Card Processing Agreement which shall be replaced with references to this Schedule.

9. Assignment

- 9.1. The Client shall not without the written consent of THREDD assign, transfer, charge or deal in any other manner with this Schedule or any of its rights under it, nor purport to do any of the same, nor sub-contract the whole or any part of its rights or obligations under this Schedule without THREDD's prior written authority which shall not be unreasonably withheld or delayed.
- 9.2. THREDD shall not without the written consent of the Client, assign, transfer, charge or deal in any other manner, except in respect of an affiliate, with this Schedule or any of its rights under it, nor purport to do any of the same, the whole or any part of its rights or obligations under this Schedule without the Client's prior written authority, which shall not be unreasonably withheld. THREDD shall be entitled to sub-contract the whole or any part of its obligations under this Schedule provided that THREDD shall remain liable for the actions of any relevant sub-contractor in the fulfilment of such obligations.

10. Severability

- 10.1. If any provision or part-provision of this Schedule is found by any Court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity of enforceability of the rest of this Schedule.
- 10.2. If any provision or part-provision of this Schedule is deemed deleted under Condition 20.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieved the intended economic, legal and commercial result of the original provision.

11. Anti-Slavery and Human Trafficking Laws

- 11.1. In performing their obligations under this Schedule, the Parties shall:
- 11.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 11.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 11.1.3. use reasonable endeavours to include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 11;
 - 11.1.4. notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Schedule;
 - 11.1.5. maintain a complete set of records to trace the supply chain of all Services provided in connection with this Schedule; and
- 11.2. The Parties each represent and warrant that at the date of this Schedule it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 11.3. Either Party may terminate the Schedule with immediate effect by giving written notice to the other Party if that Party commits a breach of clause 11.

12. Entire Agreement

- 12.1. This Schedule contains the entire agreement between the Parties with regard to Fraud Manager to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations. Each Party acknowledges that in entering into this Schedule (and any documents referred to in it), it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Schedule or those documents.
- 12.2. Except where otherwise stated in this Schedule, this Schedule may only be varied if it is in writing and signed by a duly authorised Representative of each Party.

13. Waiver

- 13.1. A waiver of any right or remedy under this Schedule or by law is only effective if given in writing and signed by the person waiving such right or remedy and shall not be deemed a waiver of any subsequent right or remedy.
- 13.2. The delay of enforcement or the non-enforcement of any of the terms of this Schedule by either Party shall not be construed as a waiver of any of the other rights of that Party arising out of the breach or any subsequent breach of any of the terms of this Schedule and no right, power or remedy conferred upon or reserved for either Party in this Schedule is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

14. Third Party Rights

- 14.1. A person who is not a Party to this Schedule has no right enforce any term of this Schedule.

15. Marketing and PR

- 15.1. The Client agrees to work with THREDD in good faith to produce a case study for this project either during the Initial Term or post termination and provides THREDD with its consent to allow THREDD to use such case study in its marketing activities.
- 15.2. The Client shall not make any announcement, press release or public statement relating to the existence of this Schedule or any relationship with THREDD without the prior written consent of THREDD.
- 15.3. The Client shall ensure that its Representatives do not misrepresent THREDD or Fraud Manager provided by THREDD to prospective customers or end-users, or do or say anything which materially damages THREDD's reputation. The Client shall be responsible for all statements and representations made by the Client including any relating to THREDD or THREDD software, subscriptions and Fraud Manager and the Client will indemnify THREDD for any costs or losses it incurs as a result of those statements or representations. This does not apply to statements or representations concerning THREDD or the software, subscriptions and Fraud Manager which THREDD expressly authorises the Client to make or which are otherwise available in the public domain.

16. Force Majeure

- 16.1. Neither Party shall be in breach of this Schedule nor liable for delay in performing, or failure to perform, any of its obligations, under this Schedule to the extent that such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"). If a Party is delayed or prevented from performing its obligations by a Force Majeure Event for more than 90 days, the Party not affected may terminate this Schedule by giving at least 14 days' written notice to the affected Party.

17. Governing Law

- 17.1. This Schedule and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.

ANNEX 1 – FRAUD MANAGER DESCRIPTION

Description

Fraud Manager blends technology, data and insight from a team of fraud Manager experts to accurately predict if a transaction is fraudulent. Fraud Manager will action Fraud Alerts, so the Client doesn't have to. Incisive data on real fraud and false positive alerts will facilitate refining of fraud rules, subject to client decision, to better catch fraud while minimising declined transactions. When fraud is suspected, Cardholder will receive a Fraud Alert Message, asking if the transaction is genuine. Client will receive daily analytics and case management reports.

ANNEX 2 – SERVICE LEVEL AGREEMENT**1. SERVICE LEVELS**

1.1. Service Metrics:

The below outlines the service metrics which shall be provided by THREDD in relation to Fraud Manager:

Service/Area	Measure	Service Level	Service Credit	Comments/ Notes
Fraud Alert – time to action	% of Fraud Alerts per day are actioned by THREDD (during Available Hours agreed with Client) within 6 minutes	80%	1 (per day where 80% is not achieved within each month)	Actioned means investigated and, where necessary, Fraud Alert Message sent to Cardholder or Card blocked.

THREDD shall provide Fraud Manager during service hours: Monday to Friday 0500-0000 GMT and Saturday to Sunday 0800-1800 GMT, which shall increase to 24/7 subject to the parties agreeing in writing (“Available Hours”).

1.2. If the Service Levels are not achieved, THREDD shall:

- 1.2.1. promptly investigate the underlying cause(s) of the service problem;
- 1.2.2. take whatever action is reasonably necessary to minimise the impact of the service problem or Incident and take such steps as are reasonably necessary to prevent it from recurring; and
- 1.2.3. correct the service problem or incident as soon as practically possible and resume service provision in accordance with the Service Levels.

1.3. During the first 3 months of Fraud Manager Term, the parties agree that there will be no Service Credits payable by THREDD. Thereafter, Service Credit Units (“SCU”) will be calculated monthly according to the table above, and generate a credit per SCU of 5% of the monthly charges payable by the Client under this Schedule for Fraud Manager, to be credited against the following monthly service invoice and capped at 25% of the charges under the Schedule for Fraud Manager. The THREDD shall automatically credit the Client with the applicable Service Credits on a monthly basis. Service Credits shall either be shown as a deduction from the amount due from the Client to THREDD in the next invoice then due to be issued under this Schedule of Service, or THREDD shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by THREDD as a debt within 5 days of issue of the credit note. In the event of any dispute as to the quantity or value of SCUs, the Client shall notify Contractor in writing within 60 days of receipt of the relevant invoice and the parties shall use reasonable endeavours to resolve such dispute including, where necessary, following the dispute resolution procedure set out in the Framework Agreement.

1.4. Working example of SCU (for illustrative purposes only) after the first 3 months of Fraud Manager Term:

- 1.4.1. If Contractor fails to action an average of 80% of Fraud Alerts during Available Hours within 6 minutes in 3 days during 1 month, the Service Credit due that month shall amount to 15% of the monthly Charge payable by the Client under this Schedule.