



PLATFORM DEPLOYMENT TERMS

Shukran Digital Tips Programme

These Terms apply to the deployment of the Shukran platform at a Client's Locations. They are incorporated by reference into, and form part of, the Deployment Order Form signed by Shukran and the Client. The Order Form identifies the version of these Terms that applies.

BACKGROUND

(A) Shukran operates a digital platform which enables guests at hospitality and travel operations to make gratuity payments for service workers, and which enables service workers to receive, hold and manage those payments.

(B) The Client wishes to permit the deployment of the Platform at its Locations so that workers there may participate in the Programme if they choose to do so.

(C) Tips are voluntary payments made by guests for Workers. They are not paid, funded, owed, guaranteed or administered by the Client. Each Worker contracts directly and individually with Shukran under the Worker Terms, and the Client is not a party to that relationship.

(D) Eligibility for and allocation of Distributions are determined by Workers, acting through a Tip Committee, and are communicated to Shukran through the Dashboard. Shukran gives effect to those determinations as a technology and payments infrastructure provider and does not make them.

(E) These Terms govern the deployment of the Platform. They do not govern the relationship between Shukran and any Worker, which is governed by the Worker Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context requires otherwise:

- A. **"Agreement"** means the Order Form together with these Terms;
- B. **"Client"** means the party identified as such in the Order Form;
- C. **"Commencement Date"** means the date specified in the Order Form;



- D. **"Client Contacts"** means the individual or individuals nominated by the Client under clause 5.3
- E. **"Dashboard"** means the Shukran Tip Management Dashboard, being the interface provided by Shukran to each Tip Committee and its Tip Admin through which the Worker Arrangement is maintained, Pool Association is ended, and Roster Instructions are given;
- F. **"Deployment Fee"** means the fee specified in the Order Form;
- G. **"Distribution"** means the transfer of amounts from a Tip Pool to Workers in accordance with the Worker Arrangement;
- H. **"Initial Roster"** means the list of workers provided by the Client under clause 6 for the sole purpose of account provisioning;
- I. **"Locations"** means the locations specified in the Order Form;
- J. **"Order Form"** means the Deployment Order Form signed by the Parties which incorporates these Terms;
- K. **"Platform"** means Shukran's digital tipping and financial services platform, including Shukran Pocket and the Dashboard;
- L. **"Pool Association"** means the state in which a Worker's Shukran Pocket account is associated with a Tip Pool and eligible to receive Distributions from it. Pool Association is created on enrolment and is ended through the Dashboard in accordance with clause 7. Pool Association is separate from, and its ending does not affect, the Worker's Shukran Pocket account;
- M. **"Programme"** means the digital tips programme operated at the Locations using the Platform;
- N. **"Roster Instruction"** means a confirmation or approval of the active roster for a Distribution period submitted through the Dashboard by a Tip Admin, or by a member of the Tip Committee where clause 7.4 applies;
- O. **"Shukran"** means the Shukran contracting entity identified in the Order Form;
- P. **"Shukran Pocket"** means Shukran's worker facing application. A Shukran Pocket account is held by the Worker in the Worker's own name and persists independently of any employment relationship;
- Q. **"Tip"** means a voluntary gratuity paid by a guest for Workers through the Platform;



- R. **"Tip Admin"** means the member of a Tip Committee appointed by that Tip Committee to give Roster Instructions on its behalf;
- S. **"Tip Committee"** means the committee of Workers constituted in respect of each Tip Pool, in which authority over the Worker Arrangement vests;
- T. **"Tip Pool"** means the aggregate of Tips received in a given period in respect of an operation identified as a Tip Pool in the Order Form;
- U. **"Tip Surfaces"** means the assets deployed at the Locations through which a guest may initiate a Tip, as specified in the Order Form;
- V. **"Worker"** means an individual working at a Location who has accepted the Worker Terms;
- W. **"Worker Arrangement"** means the arrangement among Workers in respect of a Tip Pool governing eligibility for and allocation of Distributions;
- X. **"Worker Terms"** means Shukran's terms and conditions accepted by each Worker on registration for Shukran Pocket, in the version identified in the Order Form.

1.2 Where the Order Form and these Terms conflict, the Order Form prevails.

1.3 Where these Terms and the Worker Terms address the same subject matter, the Worker Terms govern the relationship between Shukran and a Worker, and nothing in these Terms varies or overrides them.

2. SEPARATION OF TIPS FROM EMPLOYMENT

2.1 The Parties record the following as matters of fact in respect of the arrangement established by the Agreement:

- a. Tips are voluntary payments made by guests for Workers;
- b. Tips are not paid by the Client;
- c. Tips are not funded by the Client, whether directly or indirectly;
- d. the Client does not owe, guarantee or underwrite any Tip, and no Worker has any contractual entitlement against the Client in respect of any Tip;
- e. the Client does not receive, hold, route, distribute or account for Tips;



- f. the Client does not administer the Programme in respect of Tips, and does not determine, approve or influence eligibility for Distribution, the basis of allocation, the amount received by any Worker, or the timing of any Distribution;
- g. the Client has no right of access to information relating to individual Tips, Tip Pool balances or amounts received by any Worker;
- h. the Client gives no instruction to Shukran in respect of Tips; and
- i. participation in the Programme does not amend, supplement or replace any term of any Worker's contract of employment or engagement with the Client.

2.2 Shukran does not act as agent, nominee or representative of the Client in respect of Tips. Shukran acts on its own account and pursuant to the Worker Terms.

2.3 The Platform operates independently of the Client's revenue systems. There is no integration between the Platform and the Client's point of sale, payment tenders, banking or any other revenue collection channel, whether online or offline. Tips do not form part of the Client's turnover and are not recorded in its revenue or payment records.

2.4 Subject to any obligation expressly imposed on a Party by applicable law, each Worker is individually responsible for the declaration and payment of any tax arising on Tips received. Neither the Client nor Shukran assumes that responsibility or acts as agent for its discharge.

2.5 Nothing in this clause 2 purports to determine the treatment of any payment under any tax statute, or to exclude the operation of any provision of applicable law. The Parties record the facts set out in clause 2.1 and the legal consequences follow from those facts.

2.6 The Agreement does not create a tripartite arrangement in respect of Tips, and confers no right on the Client under any Worker Terms.

3. DEPLOYMENT

3.1 Shukran shall deploy the Platform at the Locations with effect from the Commencement Date, and the Client grants Shukran the permissions set out in clause 5 for that purpose.



3.2 The Programme shall operate at the Locations specified in the Order Form only. Additional locations may be added by written agreement, on these Terms and subject to the Deployment Fee applicable to each additional location.

4. SHUKRAN OBLIGATIONS

4.1 Shukran shall:

- a. provide, deploy and maintain the Platform and the Tip Surfaces;
- b. contract directly with each Worker under the Worker Terms;
- c. arrange for the collection and settlement of Tips in accordance with clause 8;
- d. effect Distributions in accordance with the applicable Roster Instruction, on the cycle specified in the Order Form;
- e. provide each Worker with access to Shukran Pocket;
- f. provide each Tip Committee and Tip Admin with access to the Dashboard;
- g. provide the programme policy, standard operating procedure and worker frequently asked questions;
- h. deliver the training sessions described in Schedule A;
- i. provide worker support in respect of the Platform; and
- j. maintain business continuity arrangements in respect of the Platform.

4.2 Shukran shall provide the Platform with reasonable skill and care and in accordance with applicable law, including applicable data protection law.

4.3 No Tip Surface shall represent that a Tip is paid to an individual Worker.

4.4 Shukran shall retain records of each Roster Instruction, each Distribution and each Worker's acceptance of the Worker Terms for not less than seven years, and shall make them available to the Client on reasonable request where required for the Client's regulatory or tax purposes.

5. CLIENT OBLIGATIONS

5.1 The Client's obligations under the Agreement are limited to those set out in this clause 5. For the avoidance of doubt, the Client has no obligation, and no right, in respect of Tips.



5.2 The Client shall permit the deployment and continued display of the Tip Surfaces at the Locations, and shall provide Shukran with reasonable access to the Locations for deployment, maintenance, training and support.

5.3 The Client shall nominate one or more Client Contacts. Their function is limited to site access, deployment logistics, operational continuity at the Locations and liaison with Shukran. Client Contacts have no function in respect of eligibility for Distribution, allocation, Pool Association or Tip amounts, and have no access to the Dashboard.

5.4 The Client shall provide the Initial Roster in accordance with clause 6.

5.5 Where the employment or engagement status of a Worker changes, the Client may communicate that fact to the relevant Tip Committee, and shall do so accurately and without undue delay. Such a communication is a statement of fact only. It is not, and shall not operate as, a Roster Instruction or an instruction to Shukran, and the Client shall not communicate status to Shukran.

5.6 The Client shall not hold itself out as operating, administering or controlling the Programme in respect of Tips.

5.7 Nothing in this clause requires the Client to procure the participation of any Worker. Participation is voluntary and is a matter for each Worker.

6. INITIAL ROSTER AND ACCOUNT PROVISIONING

6.1 The Client shall provide the Initial Roster to Shukran on or before the Commencement Date, by such means as the Client may determine.

6.2 The Initial Roster shall be limited to the minimum fields necessary for account provisioning, being the fields set out in Schedule B. No salary, contract, disciplinary, performance or other employment information shall be included.

6.3 The Initial Roster is provided for the sole purpose of provisioning Worker accounts on the Platform. It does not determine, and shall not be treated as determining, eligibility for any Distribution.



6.4 The Platform distinguishes three separate states, and no one of them determines another:

- (a) provisioning of a Shukran Pocket account, which is effected on registration by the Worker;
- (b) Pool Association, which attaches a provisioned account to a Tip Pool and is maintained through the Dashboard; and
- (c) inclusion in the roster for a given Distribution period, which is effected exclusively by Roster Instruction.

6.5 Following provisioning, the Client shall provide no further employment data to Shukran in respect of the Programme.

7. WORKER ARRANGEMENT, TIP COMMITTEE AND ROSTER INSTRUCTIONS

7.1 Eligibility for and allocation of Distributions are determined by Workers under the Worker Arrangement. Shukran gives effect to the Worker Arrangement as a technology provider and does not determine its content.

7.2 A Tip Committee shall be constituted in respect of each Tip Pool. Authority over the Worker Arrangement, over Pool Association, and over the roster for each Distribution period vests in the Tip Committee.

7.3 Each Tip Committee shall appoint one of its members as Tip Admin to act on its behalf through the Dashboard. A Tip Committee may replace its Tip Admin at any time by notice given through the Dashboard.

7.4 Where no Tip Admin is appointed, or the appointed Tip Admin is unavailable, any appointed member of the Tip Committee may act through the Dashboard.

7.5 A roster update or approval submitted through the Dashboard constitutes a Roster Instruction. Shukran may act on a Roster Instruction without further enquiry and is under no obligation to verify it against any employment record of the Client.

7.6 Pool Association is ended through the Dashboard by the Tip Committee or Tip Admin. The Client shall not instruct Shukran to end the Pool Association of any Worker, and Shukran shall not act on any such instruction if given.



7.7 Where no Roster Instruction has been given in respect of a Distribution period by the third day of the following month, Shukran shall notify every member of the relevant Tip Committee.

7.8 Where no Roster Instruction has been given by the fifth day of that month, Shukran shall notify the manager of the relevant Location. Such notification is given for the sole purpose of prompting the Tip Committee to act. The manager has no power to give a Roster Instruction, and Shukran shall not act on any roster supplied by the Client.

7.9 Where no Roster Instruction has been given by the end of the fifth day of that month, Shukran shall effect the Distribution:

- (a) in accordance with the Roster Instruction applicable to the immediately preceding Distribution period, excluding any Worker whose Pool Association has ended; or
- (b) where there is no preceding Distribution period, by reference to the Workers holding Pool Association with the relevant Tip Pool at the end of the seventh day.

This fallback is disclosed in the Worker Terms. A Distribution effected under this clause 7.9 discharges Shukran's obligations in respect of that period.

7.10 The Client has no role in the constitution of a Tip Committee, the appointment of a Tip Admin, or the content of the Worker Arrangement or of any Roster Instruction, save that it shall not obstruct their operation, and has no access to the Dashboard.

7.11 The terms of the Worker Arrangement applicable to each Tip Pool are disclosed to each Worker and accepted by the Worker on registration.

8. COLLECTION, SAFEGUARDING AND SETTLEMENT OF TIPS

8.1 Tips are held by a licensed financial institution. Shukran does not hold customer funds and does not act as a bank. Shukran's function is to operate the Platform and to instruct the movement of Tips in accordance with the applicable Roster Instruction and the Worker Arrangement.



8.2 Tips are held, pending Distribution, in one or more accounts designated as holding funds for Workers and segregated from Shukran's own funds.

8.3 Amounts so held, less any platform fee properly deducted under clause 9, are held for the benefit of the Workers entitled to them. They are not the property of Shukran and are not the property of the Client, and neither Party's creditors have recourse to them.

8.4 Shukran shall not act on any instruction from the Client in respect of Tips. Reconciliation information is made available to Workers and to the relevant Tip Committee, and is not made available to the Client.

8.5 Where a guest reverses or charges back a Tip, Shukran bears the reversed amount if the Distribution has already been effected and adjusts the Tip Pool if it has not. The Client bears no liability in respect of any reversed or disputed Tip.

8.6 This clause 8 governs the position up to and including Distribution. On Distribution, amounts are credited to the Worker's Shukran Pocket account, which is held with a licensed financial institution and is governed by the Worker Terms and the terms of that institution. The Client has no interest in, and no liability in respect of, any amount so credited.

9. FEES AND PAYMENT

9.1 Platform fee. A platform fee applies in respect of each Tip. The guest may elect to cover the platform fee, in which case the full Tip is credited to the Tip Pool. Where the guest does not so elect, the platform fee is deducted and the balance is credited to the Tip Pool. The platform fee is calculated on the Tip amount and not on any bill, invoice or other sum. The applicable rates are specified in the Order Form.

9.2 The platform fee is borne by the guest or deducted from the Tip as set out in clause 9.1. It is not payable by the Client.

9.3 Deployment Fee. The Client shall pay the Deployment Fee specified in the Order Form. Replacement deployment materials are charged as incurred.

9.4 Fees are exclusive of value added tax, which shall be added where applicable.



9.5 Invoices are payable within thirty (30) days of the invoice date.

10. DATA PROTECTION

10.1 Each Party is an independent data controller in respect of the personal data it processes under the Agreement. Neither Party acts as processor for the other, and neither Party processes personal data on the instruction of the other.

10.2 Shukran is the data controller in respect of all personal data relating to Workers held on the Platform, including transaction data and data processed through the Dashboard. Shukran processes that data pursuant to the Worker Terms and its own privacy notice.

10.3 In respect of the Initial Roster, the Client transfers, and Shukran receives, personal data as independent controllers.

10.4 The Client warrants that it has a lawful basis for the transfer of the Initial Roster and has given any notice required by applicable data protection law to the individuals concerned.

10.5 Shukran shall retain the Initial Roster only for so long as necessary for provisioning and for the maintenance of records required by law, and shall then delete it.

10.6 Each Party shall comply with applicable data protection law and shall implement appropriate technical and organisational measures to protect personal data processed under the Agreement.

10.7 Each Party shall notify the other without undue delay on becoming aware of a personal data breach affecting personal data transferred under the Agreement, and shall cooperate in good faith in respect of it. Each Party remains responsible for its own notification obligations to the relevant authority and to data subjects.

11. INTELLECTUAL PROPERTY AND PUBLICITY

11.1 All intellectual property rights in the Platform, the Dashboard, the Tip Surfaces, and all materials provided by Shukran under the Agreement remain vested in Shukran.



11.2 Each Party grants the other a non exclusive, non transferable, royalty free licence to use its name and marks solely as required to operate the Programme during the term.

11.3 The initial public announcement of the Programme shall be agreed between the Parties in advance, and neither Party shall make it without the other's prior written consent.

11.4 Following that announcement, each Party may make accurate factual references to the Programme and to the other Party's participation in it without further consent, provided the reference discloses no confidential information or Tip data and implies no endorsement. Either Party may withdraw this permission on written notice, which does not require removal of material already published.

12. TERM, CHANGES TO THESE TERMS, AND TERMINATION

12.1 The Agreement commences on the Commencement Date and continues for the initial term specified in the Order Form, and thereafter until terminated in accordance with this clause.

12.2 Following the initial term, the Parties shall review the Programme against the criteria specified in the Order Form and may extend it to further locations by written agreement.

12.3 Changes to these Terms. Shukran may amend these Terms. Where an amendment is material, Shukran shall give the Client not less than thirty (30) days' written notice before it takes effect. If the Client objects to a material amendment, it may terminate the Agreement on written notice given before the amendment takes effect, and these Terms as they stood before the amendment continue to apply until termination takes effect.

12.4 Either Party may terminate the Agreement on the notice period specified in the Order Form.

12.5 Either Party may terminate the Agreement immediately by written notice if the other commits a material breach which is not remedied within thirty (30) days of written notice, or if the other becomes insolvent under applicable law.

12.6 Change of law. Where a change in applicable law or in published regulatory guidance materially affects the operation of the Programme or the position of either Party under it, the



Parties shall meet within thirty (30) days and negotiate in good faith any amendment reasonably required. If no amendment is agreed within sixty (60) days, either Party may terminate on written notice.

12.7 On termination, Shukran shall remove the Tip Surfaces from the Locations, shall complete any Distribution in respect of Tips already received, and shall procure that undistributed Tips continue to be held in accordance with clause 8 until distributed. Termination does not affect any Worker's rights under the Worker Terms.

12.8 Clauses 2, 4.5, 8, 10, 11, 13, 14 and 15 survive termination.

13. LIABILITY

13.1 Nothing in the Agreement limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability which cannot be limited at law.

13.2 Subject to clause 13.1, neither Party is liable to the other for loss of profit, loss of revenue, loss of anticipated savings, or indirect or consequential loss.

13.3 General liability. Subject to clauses 13.1, 13.2 and 13.4, each Party's aggregate liability under the Agreement, whether in contract, tort or otherwise and including under any indemnity in clause 14, is limited to the amount specified in the Order Form.

13.4 Tip fund liability. Liability arising from the loss, misdirection or non payment of Tips prior to Distribution and attributable to Shukran falls outside the limit in clause 13.3, and is instead limited to the amount of the Tips affected together with any directly related cost of restoring them to the Workers entitled. Tip funds are held for Workers and a general contractual limit shall not operate to reduce a Worker's entitlement.

13.5 Shukran has no liability arising from:

(a) the content of the Worker Arrangement; (b) the content or accuracy of any Roster Instruction, including the inclusion or omission of any individual; (c) any failure by a Tip Committee to give a Roster Instruction, or to give one in time for a Distribution period; (d) any dispute between Workers as to eligibility or allocation; or (e) the operation of clause 7.9.



13.6 Neither Party is liable to the other in respect of any tax assessed on the other Party or on any Worker, and no indemnity in clause 14 extends to any such assessment. This clause does not limit any obligation of a Party under applicable law.

14. INDEMNITIES

14.1 Subject to clause 13, Shukran shall indemnify the Client against any third party claim, and any loss or liability arising from it, to the extent it arises from:

(a) a material breach by Shukran of clause 8, including any failure to safeguard, route or settle Tips in accordance with that clause; (b) a failure by Shukran to execute a valid Roster Instruction; (c) a breach by Shukran of clause 10; or (d) a claim that the Platform or the Tip Surfaces infringe the intellectual property rights of a third party,

save to the extent the claim, loss or liability arises from a matter within clause 13.5, from the Client's breach of clause 2 or 5.5, or from any tax assessment. For the avoidance of doubt, an interruption, outage or degradation in the performance of the Platform does not of itself give rise to an indemnity under this clause, and is addressed under clause 13.

14.2 Subject to clause 13, the Client shall indemnify Shukran against any third party claim, and any loss or liability arising from it, to the extent it arises from:

(a) the provision of the Initial Roster, including any claim that it was provided without a lawful basis or that it was inaccurate; (b) any inaccurate or untimely communication by the Client of a change in the status of a Worker under clause 5.4; or (c) any act or omission of the Client inconsistent with clause 2, including any instruction given to Shukran in respect of Tips or any holding out contrary to clause 5.5.

14.3 Conduct of claims. A Party seeking to rely on an indemnity shall notify the other promptly on becoming aware of the claim, shall not make any admission or settlement without the other's prior written consent, and shall permit the indemnifying Party to assume conduct of the defence and provide reasonable assistance at the indemnifying Party's cost.

15. GENERAL



15.1 Worker Terms. The version of the Worker Terms in force at the Commencement Date is identified in the Order Form. Shukran shall notify the Client of any amendment materially affecting clause 2, the Worker Arrangement or the operation of Roster Instructions.

15.2 Confidentiality. Each Party shall keep confidential the other's confidential information and shall not disclose it save as required by law or to its professional advisers.

15.3 Entire agreement. The Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior arrangements. No master services agreement applies.

15.4 Variation. Save as provided in clause 12.3, no variation is effective unless in writing and signed by both Parties.

15.5 Assignment. Neither Party may assign the Agreement without the other's prior written consent, save that Shukran may assign to a group company on written notice.

15.6 No partnership. Nothing in the Agreement creates a partnership, joint venture or employment relationship between the Parties, or between Shukran and any Worker.

15.7 Third party rights. A person who is not a Party has no right to enforce any term of the Agreement.

15.8 Force majeure. Neither Party is liable for failure to perform caused by an event beyond its reasonable control, provided it notifies the other and uses reasonable endeavours to resume performance.

15.9 Notices. Notices shall be in writing and sent to the addresses specified in the Order Form.

15.10 Governing law and disputes. The Agreement is governed by the law specified in the Order Form. The Parties shall seek to resolve any dispute in good faith and, failing resolution within thirty (30) days, shall refer it to arbitration in the forum specified in the Order Form.



SCHEDULES

SCHEDULE A | TRAINING

Session	Audience	Content
1	Client Contacts	Programme structure, separation principles, site logistics, escalation, the limits of the Client Contact role
2	Tip Committee	Authority of the Committee, appointment and role of the Tip Admin, use of the Dashboard, Roster Instructions and the escalation calendar under clause 7, ending Pool Association on separation
3	Workers	Shukran Pocket enrolment and use, how to raise a roster query with the Tip Committee, the fallback under clause 7.9, distribution cycle, personal tax responsibility

SCHEDULE B | INITIAL ROSTER FIELDS

The Initial Roster shall contain the following fields only:

Field	Purpose
Full name	Identification of the individual for account provisioning
Mobile telephone number & Email	Account creation and enrolment contact
Location	Identification of the relevant Tip Pool for Pool Association

No salary, contract, disciplinary, performance or other employment information shall be included. The date of provisioning is generated by the Platform and is not supplied by the Client.