

Protect Financial Terms of Service (“Terms”) Version 5.7

Date: 2nd December 2021

It is hereby agreed that these Terms of Service (“Terms”) shall govern the relationship between the Parties and shall constitute the agreement of the Parties and is referred to herein as the “Agreement”.

In order for the Member to receive Benefits according to the Agreement it is required to comply with these Terms. Failure to do so may result in any applications for payment of benefits made by the Member not being accepted or paid.

These Terms of Service come into effect and in force on the above date.

Protect has complete discretion to provide nothing at all if it chooses.

1. Definitions and Interpretations

Unless the context otherwise requires, the following words and expressions shall have the following meanings:

1. **Accident** means an event that results in injury or ill health
2. **Absence/Absent** means not being present at the workplace or capable of **Working**
3. **Annual Subscription** means the annual membership fee (if any) payable by the **Member** to **Protect**
4. **Agreement** means these **Terms of Service**
5. **Benefits** means those benefits and/or services of the **Membership Program(s)** delivered to the **Member** by **Protect**
6. **Board of Management** means the Board of Directors of **Protect**
7. **Commencement Date** means the date of the **Agreement**
8. **Confidential Information** means information of a confidential nature (including trade secrets and information of commercial value) concerning either the **Member** or **Protect** including the details of the **Membership Program**
9. **Critical Illness** means a serious or chronic disease that an **Employee** may or may not recover from
10. **Decision Rationale** means **Protect’s** approach to **enhanced sick pay** decisions as set out in Schedule 4



11. **Depression** means a mood disorder that causes a persistent feeling of sadness and loss of interest; also called major depressive disorder or clinical depression, it affects how an **Employee** feels, thinks, and behaves and can lead to a variety of emotional and physical problems
12. **Doctor** means qualified **medical practitioner** registered and licensed with a recognised professional body. A doctor cannot be the **Employee** or a member of the **Employee's** immediate family
13. **Eligible Employee** means an **Employee** of the **Member** who has met the conditions set out in the **Enhanced Sick Pay Terms**
14. **Enhanced Sick Pay Terms** means those terms set out in Schedule 5
15. **Employer** means a person or organisation that employs the **Employee**
16. **Employee** means a person employed by the **Employer**. This Includes part-time workers, Directors and Office Holders. This excludes self-employed persons.
17. **Employee Payroll** means is a list of employees of the **Member** who are entitled to receive monthly payments, or such lesser period, from the **Employer**, as well as other work benefits, and the amounts that each shall receive
18. **Employment Start Date** means the date Employment started
19. **Manual Upload** means a method of adding transactions through a monthly payroll file upload to the **Protect Platform**
20. **Force Majeure Event** means any event as described in Clause 8
21. **Gross Salary** means the monthly gross salary, or such lesser period, based on the amount of money received by the **Employee** before all deductions (including Tax) from an **Employer**
22. **Information** means all information and data disclosed (whether in writing, orally, or in any form whatever) by or on behalf of the Disclosing Party to the Receiving Party or any of its representatives, including but not limited to any information or data relating to the business operations, processes, systems, intentions, products, services, methodologies, know-how, intellectual property rights, market opportunities, customers and business affairs of the Disclosing Party which is of a manifestly confidential nature, or confirmed by the Disclosing Party to be confidential within sixty (60) days of disclosure
23. **Illness** means a medical condition certified by a **Doctor** or Consultant as preventing an **Employee** from doing their normal **Work** or any similar **Work** which they are reasonably able to do given their experience, education or training
24. **Insured** means **Protect Group**



25. **Intellectual Property** means all intellectual property wherever in the world whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in design
26. **Medical Form** means a form which must be completed by your Doctor and submitted with your application for enhanced sick pay, this form is downloadable from our website [here](#)
27. **Member** means the legal person(s) who are holders of a current and operative **Agreement** with **Protect** who is in full compliance with all the terms, conditions, duties and obligations of that Agreement
28. **Member Portal** means the Member page on the **Protect Platform** which is a source of information for the **Member**
29. **Membership Program / Program** means the **Protect Program(s)** to which the **Member** has subscribed
30. **Mental Health Practitioner** means a person with current and appropriate licensure, certification, or accreditation in a recognised mental health profession, which includes but is not limited to: Psychiatrists, Psychologists and registered psychiatric nurses
31. **Mental Illness** means health conditions involving changes in emotion, thinking or behaviour (or a combination of these); often associated with distress and/or problems functioning in social, work or family activities
32. **Net Salary** means the monthly net salary, or such lesser period, based on the amount of money received by an **Employee** after all deductions (including Tax) from an **Employer** (Member). The monthly net salary is calculated as the monthly average net pay for the previous 12 months, or the monthly average over the period since the **Employee** joined the program, if shorter. The net salary for the month after an eligible illness or medical condition commenced is excluded so that the monthly average pay is taken up to the date the **illness** first started
33. **Parties** means **Protect** and the **Member**.
34. **Policy** means this document (also referred to as Contract of Insurance) together with all Risk Details, schedules and endorsements attached to it
35. **Policyholder** means **Protect**, its subsidiaries and companies within the group
36. **Pre-existing Medical Condition** means any illness, condition or injury whether diagnosed or not about which an **Employee** knew or should reasonably have known about



37. **Protect** means a subsidiary of Event Protect Ltd
38. **Program Start Date** means the date that the **Employee** is enrolled into **Protect Financial**
39. **Protect Financial** is a comprehensive package of financial wellbeing services, headlined by enhanced sickness benefit terms within an **Employer's** own contracts of employment
40. **Protect Platform** means the cloud based, SaaS, automated API and Internet delivered platform including the application and database software system and server software that is the creation of and owned by **Protect** including all Intellectual Property rights to which the **Member** and others connect for the sending, recording and administration of all Transactions that on a transnational basis facilitates flexible algorithmic and rules based resolutions that provide all supply chain participants access to data relevant to their status and role, via presentations that facilitate cognitive interaction with otherwise opaque data and information streams, as well as the ability to actively control their part of the conducted process
41. **Request** means a request by a **Member** for the provision of a benefit of **Protect** membership
42. **Stress** means the body's reaction to any change that requires an adjustment or response; the body reacts to these changes with physical, mental, and emotional responses
43. **Subscription(s) Fee(s)** means all fees, including **Membership Program** fees, and charges payable by the **Member** to **Protect** for the Benefits on the terms stated within this **Agreement**
44. **Terminal Illness** means a disease that cannot be cured or adequately treated and is reasonably expected to result in the death of the **Employee**
45. **We** means **Protect**
46. **Work/Working** means being able to perform one's job or duties either at home or in the workplace
47. **You** means the **Member**

References to Clauses and Schedules are to the Clauses and Schedules of the Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

1. *Clause, Schedule and paragraph headings and script in italic are inserted for convenience only and shall not affect the interpretation of these Terms.*
 - 1.1. Reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.2. Reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.



- 1.3. Any words following the terms including, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4. Words in the singular shall include the plural and, in the plural, shall include the singular. Reference to one gender shall include a reference to the other gender.

2. Membership and Appointment

- 2.1. By entering into the Agreement, Protect agrees to accept the Member as a Member of Protect Financial Program(s) with access to the Benefits listed within these Terms and its Schedules. Protect shall also extend Associate Membership to those parties listed in the Agreement.
- 2.2. Payment of benefits is entirely at Protect’s absolute discretion. The management and conduct of all undertakings by Protect under the Agreement shall be vested in the Board of Management which may exercise all the powers and Benefits of Protect Program to the Member under the Agreement. No alterations and direction by the Protect Board of Management shall retrospectively invalidate any prior act of Protect under the Agreement which would have been valid if that alteration had not been made or that direction had not been given.
- 2.3. Protect may agree the delivery of the Benefits of the Terms to the Member provided that:
 - 2.3.1. The matter giving rise or cause to the request for the provision of Benefit originated on the Protect Platform or the cause or proceedings arose and was notified to Protect by the Member.
 - 2.3.2. If Protect decides to act to deliver advice or assistance or to defend or make payment(s) in accordance with the terms of any Benefit available under the Agreement, the Member shall abide by the decision of the authorised officers of Protect in the application of Protect’s Decision Rationale for the delivery of the relevant Benefit.
 - 2.3.3. The Member has paid Membership fees when due in accordance with this agreement
- 2.4. The Member’s membership of Protect Financial Program, including using the trademark(s) of Protect, cannot be displayed on the Member’s website as Protect Financial aims for the Employer to deliver these benefits to the Employee in their own name and Protect is the appointed administrator of its Members.
- 2.5. The Member shall connect to the Protect Platform via API and shall send their Employee Payroll to the Protect Platform, in real time, for upload and acceptance by Protect. The Member has until the 12th day of the following calendar month to remove the transactions



from Protect's platform after which the transactions cannot be reversed. Employee Payroll details not loaded in real time to Protect's Platform and sent late shall be accepted onto the Platform at Protect's absolute discretion.

- 2.6. Where the Member has the benefit of the Protect Financial Program(s) Protect shall appoint the Customer Experience Team to handle and administer all enhanced sick pay applications and all approved enhanced sick pay payments to be paid in the Member's name to the Eligible Employee under the Protect Financial Program(s).

This Agreement is not a contract of insurance but **contains a summary of** the insurance policies held by Protect. Members have no insurance policies with Protect's Insurance Providers. Protect is the sole policyholder and only it has rights under the policies against the Insurance Provider.

- 2.7. Under the U.K.'s Financial Conduct Authority's Insurance Conduct of Business Rules and Perimeter Guidance Rules, the Member will not be customers of the Insurance Provider or of Protect Group.
- 2.8. The terms and conditions in our Agreement reflect the contracts between us and our Insurance Provider(s). In order for you to be eligible to receive any benefits, you are required to comply with the terms and conditions in our Terms of Service. Failure to do so may result in any enhanced made by you not being paid.
- 2.9. Any payments made by Protect to your Employees are made by us in your name and on your behalf.

On-Boarding

- 2.10. Promptly after the execution of the Agreement, the Member will be invited to join the on-boarding process ("On-Boarding Process"), if they haven't done so already, during which, the Member will provide Protect with the necessary company information with which to establish the Program and Protect will provide the Member with materials to help promote the proposition amongst its Employees.
- 2.11. Any On-Boarding Costs shall be payable by the Member pursuant to the invoice to be issued to the Member by Protect.
- 2.12. As part of the On-Boarding Process:
- 2.13. Protect will require the Member to sign a Direct Debit Mandate (unless an alternative payment method is agreed in writing by Protect)
- 2.14. Protect will create the Member in the Protect Platform.
- 2.15. the Member shall provide the required signup data.



- 2.16. the Member will be required to reconfirm the signup data on the Member Platform.
- 2.17. the Member shall provide the Basic Information to Protect in one of the following ways:
 - a) automatically via an integration or connectors between the Protect Technology and the Member Technology (“Integration”).
 - b) by uploading it onto the Member Platform; and/or
 - c) in a password-protected file.
- 2.18. On the Go Live Date, the Member shall send out an Introductory Email to its eligible Employees via the Protect Platform.



3. Payments

- 3.1. The Member shall be responsible for the payment of the Subscriptions for the Enhanced sick pay Program(s) to which they subscribe, with that payment to be made within 7 days of the date of the relevant invoice(s) by Direct Debit. To facilitate payment of the Subscription(s) Protect shall:
- 3.1.1. provide one or more invoices for the Member's Subscription(s) for the month uploaded by the Member that have been accepted by the Protect Platform under the Program(s) by email to the Member's nominated email address(s).
 - 3.1.2. invoice all chargeable services to the Member in accordance with our terms of supply.
 - 3.1.3. within each invoice identify the Annual Subscription (if applicable) and the Subscription services and Benefits delivered to the Member together with any taxation chargeable and payable in respect of the invoiced sum(s) as necessary to comply with legislation.
 - 3.1.4. The Subscription Fees for the Program are as follows: 1.5% of the Gross Monthly Salary, or such lesser period, of each Employee who is enrolled onto the Program
 - 3.1.5. The Member must always pay Protect in Pound Sterling GBP (£).
 - 3.1.6. The rates agreed in the Agreement shall apply in respect of the Subscription rates.
 - 3.1.7. Additional benefits to those stated above and any associated fees or charges may be added to these Terms at a future date.
 - 3.1.8. Protect may vary the terms, and Subscription fees of the Enhanced sick pay Program(s) at any time. No variation made under this clause shall be retrospective but commences from the date it is first notified to the Member.
 - 3.1.9. here can be no return of Subscriptions.
 - 3.1.10. If the Member fails to pay any undisputed amounts due under the Agreement, then without limiting the other rights and remedies of Protect, the Member shall pay interest on any undisputed amounts at the rate of 2% per month above the Bank of



England base rate to accrue on a daily basis from the due date until log actual payment of the overdue amount, whether before or after judgement.

3.1.11. Any amounts due under this Agreement by the Member to Protect shall be paid in full without any set off, counterclaim, deduction or withholding (other than as required by law).

4. Duration and Termination

4.18. The Agreement shall come into effect on the Commencement Date and shall continue in force in perpetuity unless terminated by either party by giving no less than 24-hours notice to the other party

4.19. Notice of Termination is to be given by email to notice@protectfinancial.com

4.20. Termination of the Agreement, however caused, shall be without prejudice to any rights or liabilities accrued as at the date of termination.

4.21. Both Parties shall discharge fully and to their best ability all duties given to the other Party up to the date of termination. For the avoidance of doubt all Employee Payroll details uploaded onto the Protect Platform and confirmed as being accepted within the Program(s) set out in the Schedules to these Terms at the date of termination shall continue to enjoy the Program(s) Benefits, subject to all the terms of the Program(s), to the date of their expiry within the terms of the Protect Financial Program(s) into which they were accepted and the full payment of all sums due to Protect. All subscription fees up to, and including, the date of termination are still due under the terms of this agreement.

4.22. Any accepted applications for enhanced sick pay made prior to termination will continue to be paid as per the terms of the agreement

4.23. Unless expressly provided in these Terms and subject to any rights or obligations accrued prior to termination, neither party shall have any further obligations to the other under the Agreement.

5. Confidentiality

5.1. Member and Protect shall at all times (both during the term of the Agreement and 12 months after its termination) keep the terms of this agreement confidential, and shall not, without the prior written consent of the other party, disclose to their employees, nor any third party any Confidential Information belonging to the other party, unless the information:

5.1.1. was public knowledge or already known to the receiving party at the time of disclosure; or

5.1.2. subsequently becomes public knowledge other than by breach of this Agreement; or



- 5.1.3. subsequently comes lawfully into the possession of the receiving party from a third party; or
- 5.1.4. is agreed by the Parties as not confidential or can be disclosable.
- 5.2. To the extent necessary to implement the provisions of the Agreement (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, Insurance Provider(s), Legal Counsel, the Administrator and to any member of the same group of companies, and to any of its employees, provided that before any such disclosure, the disclosing party shall make those persons aware of its obligations of confidentiality under the Agreement and, provided that the Disclosing Party is and shall remain liable for compliance of all such persons with the obligations of compliance and non-disclosure set forth herein.
- 6. Data Protection** – see separate Data Processing Agreement below
- 7. Intellectual Property**
- 7.1. Neither Party shall acquire nor register nor attempt to acquire nor register any patents, trademarks, designs, registered designs, copyright or other Intellectual Property rights anywhere in the world in relation to the Information of the other Party nor acquire title to the physical materials in which the Information appears. Ownership of such rights and media shall remain with the Party which owns them or its licensor.
- 7.2. The Member shall not directly or indirectly solicit, commission, accept or knowingly participate otherwise in any activity or work that seeks or that involves the replication of the Protect Platform other than by way of acting as a partner to or agent of Protect or in the alternative, their nominated trading entity as confirmed in writing.
- 8. Force Majeure**
- 8.1. Force Majeure solely relates to the obligations created by the Agreement.
- 8.2. A Party:
- 8.2.1 shall not be in breach of the Agreement arising from Force Majeure Event including but not limited to any of the following: acts of God, including but not limited to contagious disease, pandemic, fire, flood, earthquake, windstorm or other natural disaster;
- 8.2.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 8.2.3 terrorist attack, civil war, civil commotion or riots;



- 8.2.4 nuclear, chemical or biological contamination or sonic boom;
- 8.2.5 compliance with any law or governmental order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- 8.2.6 fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
- 8.2.7 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- 8.2.8 interruption or failure of utility service, including but not limited to electric power, gas or water.
- 8.3. Any party that is subject to a Force Majeure Event shall not be in breach of the Agreement provided that it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably practicable.
- 8.4. If the breach caused by a Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this Agreement by giving 24 hours written notice to the other party. On the expiry of this notice period, this Agreement shall terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Agreement occurring prior to such termination.

9. Limitation on Liability

- 9.1.1 This clause sets out the entire financial liability of Protect (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Member in respect of: any breach of the Agreement; any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement; and any claim made against the Member by any third-party alleging infringement of their intellectual property rights arising out of the services performed by Protect; together known as a "Default".
- 9.1.2 Except as expressly set out in these Terms, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law,



excluded. Protect excludes from these Terms to the maximum extent possible in Law liability for any loss suffered by the Member, including but not limited to: loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. In limiting and excluding liability as stated within this Clause and generally Protect draws the Member's attention to the fact that it does not hold itself out as an insurance provider, broker or intermediary advising on the suitability of contracts for the needs of individual Member(s). Protect makes no representations or recommendations as to the suitability of its membership services, including but not limited to the Enhanced sick pay Program(s) for the/any individual Member's needs and accepts no liability to the Member or any other party in or arising from any circumstance where the operative Protect Financial Policy referenced within Schedule 5 fails to respond to a claim for any reason be such claim either beyond or within the terms of acceptance, conditions and exclusions or for any reliance placed on any general information of whatever type or nature that may be provided by Protect.

10. Value Added Tax

We have taken advice that VAT is not chargeable by either Party, and the advice is available if you wish. Each Party remains responsible for any VAT should it become payable.

11. Variation

11.1. No variation of the Agreement or Terms shall be effective unless it is in writing and agreed by the Parties. Schedule 5 may be amended from time-to-time by Protect notifying the Member in writing. No such changes can have retrospective effect for Transactions already accepted onto the Protect Platform.

11.2. Variations can be made by Protect from time to time and the most recent version shall always be available at <http://www.protect.financial>

11.3. Save as provided for in these Terms, the Member shall not assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegate of any or all of its obligations under these Terms without the prior written consent of Protect.

12. Freedom to Contract

The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under the Agreement.

13. Waiver



No failure or delay by a party to exercise any right or remedy provided under the Agreement and Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. Severance

- 14.1. If any court or competent authority finds that any provision of the Agreement (or part of any provision) and/or its Terms is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement and Terms shall not be affected.
- 14.2. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable or the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

15. Third Party Rights

- 15.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 15.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any person that is not a party to the Agreement.
- 15.3. For the avoidance of doubt Eligible Employees hold no rights under the Agreement nor its Terms.

16. Notices

Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered by e-mail to the address given below for each Party, personally, or sent by pre-paid recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out in the Agreement or as otherwise specified by the relevant party by notice in writing to each other party. Service by e-mail shall be valid only if acknowledged by the receiving Party within 5 working days of sending.



17. Governing Law, Jurisdiction and Language

- 17.1. The Agreement and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with laws of England and Wales.
- 17.2. Any dispute or difference arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination or the legal relationship established by it, shall be referred to and finally resolved by Arbitration under the Chartered Institute of Arbitration Rules whose Rules are deemed to be incorporated by reference to this clause. In default of the Parties' agreement as to an arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London. The seat of the arbitration shall be London, England and the language of the arbitration shall be English.
- 17.3. The language of the Agreement and all correspondence shall be English and that where a word is not subject to a definition within this Agreement its meaning shall be the common contextual meaning identified by reference to the Oxford English Dictionary.
- 17.4. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Schedule 1 - Base Membership Benefits

The Benefits outlined in this Schedule are core benefits of Membership of Protect Financial. Whilst the Member has access to these Benefits the Member is under no obligation to use the core benefits of Membership. The Benefits of Membership may be amended from time to time at the discretion of Protect subject to notifying the Member in writing.

- **Enhanced Sick Pay**

Schedule 2 - Protect Financial & Exclusions

1. Where the Member has joined Protect Financial, it shall integrate its payroll software to the Protect Platform to record net salary paid to all Eligible Employees.
2. The subscription fee will be the Agreed Rate applied to the Gross Pay as per Section 3 clause b
3. Basic Subscription Fees: Publication of a subscription fee does not mean that acceptance shall be guaranteed. Protect attempts, as far as possible, to maintain the subscription fees set out in the Agreement
4. The Member shall only use the wording provided by the Protect Group for its Protect Financial program given to Eligible Employees as reproduced in Schedule 5
5. Protect Financial fees shall be paid by Direct Debit when the invoice is issued. The Enhanced Sick Pay terms as shown in Schedule 5 shall be between the Member and its Employees, without any mention of Protect or its insurances. There shall be no contract between the Employee and Protect, nor between the Employee and Protect's insurers.
6. The Member remains obligated under U.K. law to pay Statutory Sick Pay to its Employees from its own funds and this is not part of the Agreement or Membership Benefits.
7. Claims for Enhanced Sick pay under Protect Financial shall be made by the Eligible Employee who shall provide adequate evidence using Protect's web site or application software. All payments to the Eligible Employee are made on behalf of the Employer who shall be referenced with the payment information. If the Member has breached the Agreement, Protect are not obliged to pay the Eligible Employee. [If the Eligible Employee has access on-line, then their capabilities to do so must be proscribed]
8. Protect Financial enhanced sick pay payments exclude pension contributions, national insurance contributions, loan repayments or any other deductions which may have been made before arriving at net pay.
9. Protect shall for the life of the Agreement be the Member's, together with their successors and assigns and the companies as set out in the Agreement, sole and exclusive supplier of the Benefits that are delivered to them by Protect under this Schedule 1.



10. The Member must truthfully disclose in writing to the best of its knowledge all material facts which are likely to influence Protect in deciding whether or not to accept the Transactions and likely to influence Protect in setting terms, exclusions and/or limitations.
11. Before Transactions are entered into the Platform, the Member must have had no knowledge of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of loss.
12. All information given to Protect by the Member is in all respects true and complete and unchanged at the time any Transaction is uploaded.
13. Any fraud, concealment, misleading, or intentional misstatement of information, provided in the requesting of an enhanced sick pay payment shall entitle Protect to refuse payment of the enhanced sick pay or treat this Agreement as if it never existed, [as long as the Member is informed by Protect, unless Protect is prevented from so doing by operation of law]
14. The Member shall at all times do and concur in doing all things reasonably within its ability to avoid or diminish any loss.
15. The Parties shall observe and fulfil the terms and conditions of the Agreement.
16. Any expenses incurred by the Member or eligible employee formulating enhanced sick pay applications are not recoverable.
17. The Membership cannot be assigned in whole or part without Protect's written consent.
18. Unaccepted Transactions are not open for any Enhanced Sick Pay request.
19. The Member shall designate a person to liaise with Protect to deliver the Service



20. Protect does not pay Enhanced Sick Pay for illness or accident directly or indirectly associated with actual or perceived: war, hostilities, etc; imprisonment, etc; poisonous biological materials, etc; radioactivity, etc; cyber-attacks;
21. Enhanced Sick Pay cannot be requested, and will not be paid, where Protect would be exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
22. The Member shall place all transactions with Eligible Employees on the Protect Platform without any allowance for recoveries, savings or waivers. Should the Member fail to do so, Protect's Insurers may not pay a greater proportion of any Enhanced Sick Pay than those amounts placed in the Protect Platform bear to the value of all Eligible Employees net pay of the Member.
23. Any translation of the recommended text from English is for assistance and information only. In the event of an Enhanced sick pay Application the English language version shall be the basis of settlement.

The current version of the Protect Financial Enhanced Sick Pay Terms can be viewed at any time by visiting <https://protect.financial>



Schedule 4 - Enhanced Sick Pay Journey and Decision Rationale

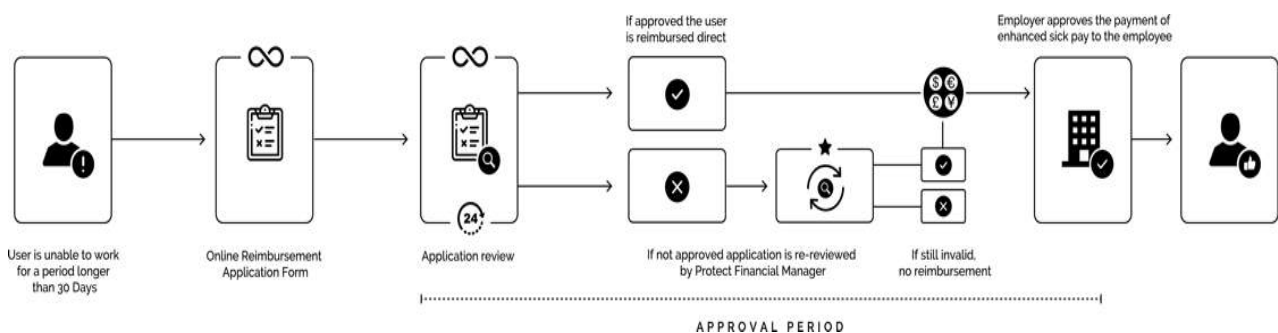
If the employee requires enhanced sick pay, they are directed by his/her order confirmation email to an auto populated online Enhanced Sick Pay Application Form (ESPAF) to complete.

Once the ESPAF is submitted it is usually processed by Protect’s Customer Experience Team within 48 hours and once validated, we will notify you, the employer, in order to obtain your electronic approval for payment of enhanced sick pay to the employee.

Once approved by the employer the employee will receive a direct enhanced sick pay payment from Protect Group, on behalf of their employer, paid to their chosen bank account, with a reference to the Employer’s name.

Enhanced sick pay application requirements:

- Confirm pre-populated details are correct
- Reason for enhanced sick pay
- Evidence (please see our online T&Cs for more detail)
- Chosen bank account



Decision Rationale

Customer Experience (CX) Executives will first assess whether an application falls within the wording of the Protect Financial Terms of Service and the applicant has provided the required evidence to support the application.

If the answer is affirmative on both points then the CX Executive will seek further confirmation from the member (the employer) confirming the details and conditions of the application, and obtaining their approval or denial for the payment of enhanced sick pay, as PF is acting on their behalf.

In the case that all conditions are met, and the payment is approved by the member (the employer) then the payment is approved and a payment schedule is created as per the payment agreement process.

If the application does not meet the required conditions under our terms of service, it is referred by the CX Executive and automatically queued for a Supervisor to review, prior to any communication being relayed to the applicant or employer.

If the Supervisor makes a decision that the payment should indeed be paid, they will employ the same process of validation as above to determine whether or not the application will be acceptable under the wording of the terms of service and contact the member (the employer) to clarify the reason for approval of the application.

Should the Supervisor feel that an application is a clear decline then they will be the one to communicate that to the employee and the member (the employer). If the Supervisor remains unsure in any way on whether the application should be declined then they can refer it to another Supervisor for peer review, or if appropriate escalate it to the Customer Experience Manager for ultimate decision.

If an application for enhanced sick pay is approved by a member of the CX team but the member (the employer) does not approve payment then we will not pay the employee, as we act on behalf of the member (the employer). Should this happen then an email will be sent to the employee asking them to refer the matter to their employer of further discussion.

Any application with an aggregate payment value greater than £3,000, or local currency equivalent, will automatically refer to a supervisor to manage the customer experience relative to the greater value, and for additional scrutiny respective of the greater risk.



Employee Appeals

Any employee unhappy with the Customer Experience (CX) Team's decision has the right to further review, which they can request via their employer by email. In such cases, an alternate CX Supervisor is appointed.

In the case of a complaint, which is defined as an expression of dissatisfaction, a review will be carried out by the Customer Experience Manager.

Any member (employer) wishing to make a complaint or appeal the decision should be directed to write to **complaintsPF@refundable.me**.

Upon receipt of an email to that mailbox the CX Manager will investigate the full application file, all supporting evidence and correspondence, and where appropriate enter into further communication with the member (employer) to facilitate appropriate and fair resolution.

Complaints will be logged in the central Complaints Log, owned by the CX Manager and stored on the shared Sync drive. The Complaints Log will be reviewed each quarter by the CX Manager along with other members of Protect's senior leadership team, with a report on findings, actions taken, and future actions identified submitted to the Board for quarterly review.

Discretion

Protect reserves its right to discretion on paying any Enhanced Sick Pay request.



Schedule 5

Protect Financial Wording

Your Employee must consent to the charge of 1.5% of their gross salary to access the Terms set out below:

The Protect Financial program will pay the equivalent of your net salary if...

You are Absent from Work due to any of the reasons below:

- Illness
- Accident
- Pre-existing Medical Condition
- Stress
- Depression
- Mental Illness

