

These Terms and Conditions are for products supplied by Lloyds Bank Commercial Banking through an Introducer Bank to its customers with an annual turnover of £15m or more, unless otherwise agreed with the Lloyds Bank Relationship Manager. If you have any queries, please contact the Lloyds Bank Relationship Manager.

We have tried to make this Agreement easier to read and understand by adding headings to the various sections.

These headings have been inserted for convenience only and do not affect the legal construction or interpretation of this Agreement.

1 Definitions

Agreement: the agreement between us and you under these terms and conditions and any other documents relating to the operation of Cards signed between us and you or notified by us to you in accordance with these terms and conditions from time to time.

Authorisation: confirmation that we will pay a proposed Card Transaction.

Bank, we or us: Lloyds Bank plc.

Billing Cycle: the period of about one month between Statements.

Business, you or your: our customer and the business in whose name the Business Account is maintained by us. Where the Business consists of two or more persons, this definition means all or any of them and their liability will be joint and several.

Business Account: the control account that governs the Services provided to you, (specifying the Scheme Limit, Cardholder Accounts, Diversion Account (where relevant) and Cardholder Limits), opened and maintained by us in your name.

Business Day: a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in England.

Card: a Corporate MultiPay Card (including any renewal or replacement card) issued to a Cardholder under this Agreement.

Cardholder: any employee, contractor or agent of the Business authorised by you from time to time to use a Card issued by us in his or her name.

Cardholder Account: a control account that governs the Services provided to a Cardholder, (including the Cardholder Limits) opened and maintained by us for each Card issued by us.

Cardholder Application: the application to us from each Cardholder, containing the Conditions of Use.

Cardholder Limit: the sum approved by the Introducer Bank as the maximum amount of spending permitted for each individual Cardholder during a Billing Cycle (including any Card Transactions not yet debited and any authorisations we have given in respect of prospective Card Transactions). A Cardholder Limit cannot exceed the Scheme Limit.

Cardholder Statement: the statement of a Cardholder's Card Transactions made available by us to that Cardholder under clause 4.2.2.

Card Number: the 16 digit number which identifies each individual Card and appears on the face of each Card.

Card Transaction: any payment made, or cash advance obtained, by use of a Card (or the Card Number) which is debited to a Cardholder Account, the Business Account or the Diversion Account where relevant.

Charges: the charges applicable to the Services which are agreed with you at the start of the Agreement (as may be varied from time to time pursuant to clause 7.3). Details of charges can be found at <http://www.lloydsbankcommercial.com/Corporate-terms/LloydsBank/Terms-and-conditions/Cash-management/Card-services/>

Company Pay Facility: the payment method by which you pay us for Card Transactions and Charges applied to the Business Account. Such Card Transactions and Charges will be identified as "Company Pay" transactions on the application forms.

Conditions of Use: the conditions for a Cardholder's use of the Card which are set out on the reverse of the Cardholder Application form and available on the Website.

Diversion Account: a separate account from the Business Account and Cardholder Account that initiated the Card Transaction and to which you have chosen to post certain Card Transaction types. All Card Transactions on this account will be paid by you, even if the overall programme is Individual Pay Facility.

Individual Pay Facility: the payment method by which each Cardholder may pay us for Card Transactions and Charges on their Cardholder Account (at the Cardholder's option and without the Cardholder being liable to make any such payment).

Introducer Bank: the bank or financial institution named as such in section 1 of the Corporate MultiPay Business Application.

Introducer Bank MSA: the master services agreement between us and the Introducer Bank relating to the provision of the Programme to you.

Liability: liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement, in each case howsoever caused including (without limitation) if caused by negligence.

Lloyds Bank Relationship Manager: the Bank's representative appointed as Lloyds Bank Relationship Manager to the Introducer Bank.

Lloyds Banking Group: Lloyds Banking Group plc and all subsidiaries thereof for the time being.

OCMS: Online Card Management System which is the internet based Card enquiry and maintenance service provided in respect of each Card.

OCMS Conditions of Use: the conditions of use applicable to the use of OCMS which are accessed and agreed when a Programme Administrator and/or a Cardholder enrolls to use OCMS via the Website.

Payment Account: the account nominated by you and/or a Cardholder for payment of Card Transactions and Charges (and if a Cardholder Account, such payment being at that Cardholder's option and without that Cardholder being liable to make any such payment).

Payment Scheme: MasterCard.

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to non-sterling Card Transactions to convert them to sterling.

PIN: a personal identification number issued to Cardholders.

PIN Management Services: functionality available at the Bank's ATMs which allows each Cardholder to change and unlock their PIN.

Programme: the "Corporate MultiPay" card programme offered by us.

Programme Administrator: a representative/representatives nominated by you from time to time on the forms provided by us for this purpose, and who will carry out the functions set out or referred to in this Agreement as being for the Programme Administrator.

Scheme Limit: the sum specified (in writing) from time to time by the Introducer Bank, and any changes to that sum that are agreed by the Introducer Bank, being the maximum spending (including any Card Transactions not yet debited and any authorisations we have given in respect of prospective Card Transactions) permitted per Billing Cycle by you on all your Cardholder Accounts.

Services: the facilities to be provided by us under this Agreement, together with any other services associated with a Card that we or any other member of Lloyds Banking Group may make available from time to time.

Statement: a statement of the Business Account (or Diversion Account, where relevant) setting out a record of all Card Transactions and Charges incurred for each Cardholder Account that were not included on previous statements.

Supplier: any person or entity who agrees, by arrangement with us and/or the Payment Scheme to accept a Card as payment for goods and/or services.

Website: the website and associated services of the Bank appearing at www.lloydsbankcommercial.com or any other URL as we may select.

2 Use of the Card

- 2.1 Following the signature of this Agreement by you and us, the setting up of the Business Account, the Diversion Account where relevant, the Scheme Limit, and Cardholder Limits and all other administrative arrangements, we will make Cardholder Accounts available to you.
- 2.2 You may apply (on forms provided by us) for Cards to be issued to new or additional employees, contractors or agents of the Business.
- 2.3 You may distribute Cardholder Applications to those employees, contractors or agents that you wish to have access to the Services.
- 2.4 You will procure (i) that your employees, contractors or agents complete and return the Cardholder Applications to the Programme Administrator and (ii) that the Programme Administrator sends these on to us as soon as reasonably practicable.
- 2.5 Following the Bank's receipt of duly completed Cardholder Applications, we will either send Cards to the Programme Administrator for distribution, or send the Cards direct to the Cardholders.
- 2.6 You will ensure that:
 - 2.6.1 the Programme Administrator distributes the Cards received from us to Cardholders on receipt, together with the Conditions of Use enclosed with the Card or made available via an automated sign up process;

- 2.6.2 the Programme Administrator advises each Cardholder of the Cardholder Limit applicable to that Cardholder;
- 2.6.3 all Cards are signed immediately upon receipt and are activated following instructions provided by us on the enclosed documentation;
- 2.6.4 each Cardholder complies at all times with the Conditions of Use;
- 2.6.5 any changes to the Programme Administrator will be notified in writing to us by an authorised signatory of the Business;
- 2.6.6 the Programme Administrator is a fit and proper person at all times;
- 2.6.7 Cardholders follow such security and other procedures as we stipulate for use of the Card at all times; and
- 2.6.8 no Cardholder is under any liability to make any payment and no representation or statement is made by you or any of your employees, contractors or agents (including Programme Administrators) which purports to impose liability on the Cardholder for the making of any such payment.
- 2.7 If any Cardholder leaves your employment of and/or ceases to be your employee, contractor or agent, or on the death of a Cardholder:
- 2.7.1 you must inform us (on the form that we will provide) within seven Business Days of this happening;
- 2.7.2 your obligations under this Agreement will continue in full force;
- 2.7.3 you will endeavour to recover the relevant Cardholder's Card and return it (cut into two through the chip) to us; and
- 2.7.4 you will remain liable to us for all Card Transactions including any new Card Transactions made before the Card is returned.
- 2.8 Each Card may only be used up to the relevant Cardholder Limit. In deciding whether or not this has been exceeded, we will take into consideration the amount of any Card Transactions not yet debited and any Authorisations we have given in respect of prospective Card Transactions.
- 2.9 All non-sterling Card Transactions will be converted to sterling and debited to the Cardholder Account (or Business Account or Diversion Account, where relevant). All non-sterling Card Transactions will be converted to sterling at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Cardholder Account (or Business Account or Diversion Account, where relevant) which may be after the day the Card Transaction is carried out. The non-sterling transaction fee of 2.75% (which may be amended from time to time) is added to the converted sterling amount and this fee and the converted sterling amount will be shown on the Statement and any relevant Cardholder Statement.
- 2.10 You undertake to ensure that no Card is used in a manner prohibited by law and, in the case of a Business which is a body corporate, the provisions of Part 10 Section 197 of the Companies Act 2006.
- 2.11 You (via a Programme Administrator) may from time to time apply for Cards to be issued to new Cardholders, or terminate the authority of any Cardholder to use their Card on forms provided by us for these purposes. Termination of a Cardholder's authority will only be effective if accompanied by the relevant Card cut into two through the chip. However, we and/or the Introducer Bank will make reasonable efforts to terminate a Cardholder's authority before the previous requirements have been met where it is believed that the Cardholder may have made or may make unauthorised use of their Card.
- 2.12 In the event no other Programme Administrator is appointed or available a Programme Administrator may apply for and authorise their own Card on one occasion without further authority.
- 2.13 If you require an increase or decrease in your Scheme Limit at any time, you must contact the Introducer Bank. You agree that the Introducer Bank may increase or decrease your Scheme Limit, if it considers it to be appropriate (in its absolute discretion), by using OCMS or contacting us to request this change. You acknowledge that we will not be liable for any refusal by the Introducer Bank to increase your Scheme Limit and that we will not be obliged to honour any Scheme Limit specified to you by the Introducer Bank to the extent that such Scheme Limit exceeds the Programme spending limit which we have granted to the Introducer Bank.
- 2.14 If you wish to change a Cardholder Limit, you must contact the Introducer Bank. You agree that the Introducer Bank may, subject to clause 2.15 of the Corporate MultiPay Business Application, increase or decrease such Cardholder Limit, if it considers it to be appropriate (in its absolute discretion), by using OCMS or contacting us to request this change. You acknowledge that we will not be liable for any refusal by the Introducer Bank to increase a Cardholder Limit and that we will not be obliged to honour any Cardholder Limit agreed to with you by the Introducer Bank to the extent that such Cardholder Limit exceeds the Scheme Limit. You are responsible for advising the relevant Cardholder of any change in Cardholder Limit.
- 2.15 A Cardholder Limit cannot be increased by you if it would result in the Cardholder Limit exceeding the Scheme Limit.
- 2.16 No Card, Card Number or PIN shall be used for any illegal purpose or outside the period shown on that Card or if we have cancelled or suspended that Card.
- 2.17 Each Cardholder will be separately issued with a PIN to use on the relevant Cardholder Account which will allow them to authorise payments at Suppliers, use PIN Management Services at ATMs and make cash withdrawals from ATMs or at branch counters (where this facility has been allowed by you). This is a security measure designed to protect unauthorised access to each Cardholder Account. The PIN will only be known by the respective Cardholder and the PIN will not have been revealed by us to anyone else or be known by any member of our staff. When each Cardholder receives their PIN they can change it and select one of their own choosing through any of our ATMs. As a fraud prevention measure, we restrict use of some numbers as PINs which are easily guessed.
- 2.18 We may from time to time issue Cardholders with additional security codes or require them to comply with additional security measures for the authorisation of payments made via Suppliers' websites. Where we do so, we will send details either to the Programme Administrator for distribution or directly to Cardholders, together with any applicable additional terms and conditions. You will ensure that each Cardholder uses any additional security codes or complies with any additional security measures issued or required by us under this clause in accordance with any applicable additional terms and conditions.
- 2.19 A Supplier may contact us or an agent acting for us for Authorisation in respect of a Card Transaction that a Cardholder wants to make. Therefore there may be a delay before the Supplier processes a Card Transaction, and Cardholders might not always be able to make a Card Transaction straightaway, or at all. We reserve the right to refuse Authorisation for any particular Card Transaction. We will not be liable for any loss to you or any Cardholder as a result of any delay or if we do not allow a Card Transaction to be made. If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Scheme Limit.
- 2.20 Lloyds Banking Group periodically reviews its approach to dealing with certain higher risk countries that are subject to government and international sanctions in order to best protect its customers, its business, its people and its reputation. Consequently, we may decide not to process payments to or from a limited number of countries or allow you to undertake Card Transactions there. We will tell you which countries if you ask us or if you try to undertake a Card Transaction there.
- 2.21 The Authorisation of a Card Transaction referred to in clause 2.19 can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 2.22
- 2.22.1 Where a Cardholder sets up regular payments (recurring transactions) to be made from their Cardholder Account, such Card Transactions can be cancelled by you or that Cardholder telling;
- a) the Supplier; or
- b) the other party the Cardholder has made the arrangement with; or
- c) us.
- 2.22.2 If we are asked to stop a recurring transaction, we must be told no later than the close of business one Business Day before the payment is due to take place. We also recommend you contact the person to whom the regular payment is made so that they do not keep trying to take payment. You and/or the relevant Cardholder will need to contact the person to whom the regular payment is made if you and/or the relevant Cardholder want to cancel the arrangement with them in any case, as we cannot do that. By cancelling or instructing us to stop a recurring transaction arrangement you and/or the relevant Cardholder will have withdrawn authorisation for such future transactions. We may ask you for clarification of which payment is being stopped and/or, if appropriate, request written confirmation that authorisation to a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You and/or the relevant Cardholder will also need to tell anyone to whom regular payments are made if your account is closed or the relevant Card Number changes as otherwise they may not be able to collect the relevant payments. If a payment is missed for this reason, we are not liable to you or any Cardholder for any loss or damage you or that Cardholder suffer as a result.
- 2.23 We will execute payment instructions so that the amount to be transferred from the Business Account, Diversion Account, Cardholder Account or Payment Account reaches the payee's payment service provider no later than the end of the next Business Day after we received your instructions. Amounts received after the applicable cut-off times specified in the schedule of cut-off times which can be found on the Website will be deemed to have been received on the following Business Day. Instructions received on days which are not Business Days for us will also be deemed to have been received on the next Business Day.

3 OCMS

- 3.1 We grant you the non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by the Programme Administrator and Cardholders subject to this Agreement and the OCMS Conditions of Use.
- 3.2 The rights and obligations of the Programme Administrator in relation to the use of OCMS are the same as for Cardholders as set out in this clause 3.
- 3.3 To access OCMS each Cardholder must agree to the online OCMS Conditions of Use. Upon enrolling for OCMS a Cardholder must choose a user identification and a password. You agree that you will not, and will ensure that all Cardholders and the Programme Administrator will not, engage in any unacceptable use of OCMS, including, without limitation, the activities set out in clause 3.6.
- 3.4 OCMS may contain inaccuracies and typographical errors and you acknowledge and agree that OCMS, any related services and any information provided pursuant to OCMS, will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 3.5 You will ensure that Programme Administrators and Cardholders:
- 3.5.1 comply with any user guide and/or other instructions issued by us in connection with the access to and use of OCMS;
- 3.5.2 ensure that personal and other data provided to us are properly maintained, accurate and up to date;
- 3.5.3 comply with all applicable security procedures and keep secure and confidential all usernames, passwords and PINs and change the same no less frequently than recommended by us from time to time or if at any time it is suspected that a breach of security has taken place; and
- 3.5.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 3.6 You will ensure that only the Programme Administrator and Cardholders are permitted access to OCMS and that each of them complies with the OCMS Conditions of Use. You will ensure that the Programme Administrator and Cardholders will not:
- 3.6.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 3.6.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on the OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 3.6.3 use OCMS other than for your business purposes;
- 3.6.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 3.6.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under this Agreement or any copies thereof whether in the form of user guides or otherwise;
- 3.6.6 use any account, account numbers or attempt to authorise transactions through accounts for which they do not have full authority to conduct such activities;
- 3.6.7 disseminate or transmit any material or messages that do not pertain to the intended use of OCMS or contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 3.6.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 3.6.9 access or use any part of OCMS in respect of which we have not granted express permission or interfere with or disrupt any information or account held on OCMS;
- 3.6.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 3.6.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by you or any other person;
- 3.6.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by us;
- 3.6.13 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Website or any network connected thereto; or
- 3.6.14 sublicense, re-licence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing, use as an application service provider or service bureau use.
- 3.7 You acknowledge that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by us in connection therewith are owned by us and/or its licensors and, save for the access rights expressly set out herein, nothing contained in this Agreement gives you, any Programme Administrator or Cardholders any right, title or interest in any such intellectual property.
- 3.8 You will access OCMS at your own cost through your own service provider using your own equipment and will at all times be responsible for ensuring that you are compatible with the relevant requirements for access to and use of OCMS. You acknowledge that your systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation and that you are responsible for taking all appropriate and necessary measures for the protection of your own systems and equipment from any such intrusion whether via OCMS or otherwise and we will not be liable for any loss or damage caused thereby.
- 3.9 We may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of that information.
- 3.10 We give no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 3.11 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 3.12 We will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and we will not be liable for your inability to use OCMS howsoever this arises.
- 3.13 We may suspend, modify or discontinue OCMS and/or terminate your right to use OCMS at any time for any reason including without limitation:
- 3.13.1 maintenance or enhancement;
- 3.13.2 breach of security or breach by you of any of your obligations hereunder;
- 3.13.3 your failure to agree to any changes to the terms of use relating to OCMS; or
- 3.13.4 you use, or attempt to use OCMS, in an unauthorised manner;
- and, whenever practicable, we will notify the Programme Administrator accordingly.
- 3.14 We may at our discretion delay or decline to update on OCMS any transmitted information which we consider to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 3.15 Unless terminated earlier by us, the rights of access to OCMS will cease on termination of this Agreement and you will ensure that OCMS and each part thereof is deleted from all electronic media, including intranet and electronic storage devices operated for and on behalf of you. This clause survives termination of this Agreement.
- 3.16 You agree to indemnify us against all losses, costs, claims, damages and expenses which may be sustained or incurred by us as a result of incorrect information or instructions received from you or a Cardholder or the unauthorised use of OCMS or any failure on your part (including the Programme Administrator and Cardholders to comply with their respective obligations under this Agreement) and any other reasonable instructions issued by us from time to time.

4 Statements and Repayment

- 4.1 If there have been any Card Transactions or Charges in any Billing Cycle on the Cardholder Account, Diversion Account or Business Account, we will prepare a Statement and provide it or make it available to you. You agree that the Introducer Bank may also be provided with a copy of such Statement. This Statement will constitute a proper demand for payment. Irrespective of whether you have chosen the Individual Pay Facility, you (and not the Cardholder) are liable to make payment of the full amount outstanding on each Statement from the Payment Account.
- 4.1.1 You shall nominate one of your accounts held with us or any other bank at which you hold an account in the United Kingdom acceptable to us, as the Payment Account on the form provided by us at the time of signature of this Agreement.
- 4.1.2 For Card Transactions that are being settled using the Company Pay Facility, payment must be made no sooner than 14 and no later than 30 days from the date of the Statement. We will debit the amount of all Card Transactions to the appropriate Payment Account. You will be liable to pay us all amounts so debited and all Charges at the times set out in this Agreement.
- 4.1.3 For Card Transactions being settled using the Individual Pay Facility, where a Cardholder has not made payment, payment will take place as specified in clause 5.2.
- 4.2 For Card Transactions being settled using the Individual Pay Facility:
- 4.2.1 Each Cardholder will nominate an account held at a bank in the United Kingdom acceptable to us as the Payment Account on the Cardholder Application form provided by us.

4.2.2 If there have been any Card Transactions or Charges in any Billing Cycle on a Cardholder Account, we will prepare a Cardholder Statement and provide it or make it available to the relevant Cardholder and the Business. No Cardholder shall be under any obligation to make payment of any amount outstanding on any Cardholder Statement but if any Cardholder does choose to make any such payment, the Cardholder may pay by Direct Debit from that Cardholder's Payment Account.

4.3 We recommend that you check your Statement, and each Cardholder checks their Cardholder Statement, regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible. Delay in notification may make correcting the error difficult. If we need to investigate a Card Transaction on any account you agree to cooperate with us and the police, if we need to involve them.

4.4 In addition to your other payment obligations you must repay us the amount of any excess over the Scheme Limit, any arrears and any Card Transactions made in breach of the Agreement, on demand.

4.5 All payments will only take effect when debited to the Payment Account and may be applied against Card Transactions and Charges in such order as we may decide from time to time.

4.6 Payments reduce balances on the Business Account, Diversion Account (where relevant) and/or each Cardholder Account in the following order: late payment fee; Card Transaction fee; cash advance fee; ATM cash advance fee; old balances; new balances.

4.7 Notwithstanding any of the terms or provisions of this Agreement, the whole of the outstanding balance due to us shown on the Business Account under the terms of this Agreement will become immediately due and payable by you without demand or notice from us and/or the Introducer Bank if:

4.7.1 you become unable to pay its debts within the meaning of Sections 123 or 268 of the Insolvency Act 1986 or any amendment, substitution, modification or re-enactment of such legislation or other insolvency legislation applicable in any other jurisdiction;

4.7.2 a resolution is passed or a petition is presented for your winding up;

4.7.3 you compound with or enter into any arrangements with creditors;

4.7.4 any distress or execution is levied upon any of your property or assets;

4.7.5 a receiver or administrator is appointed over any of your property or assets;

4.7.6 the Business is dissolved or becomes bankrupt;

4.7.7 you are in breach of any of the provisions or undertakings of this Agreement; or

4.7.8 the Introducer Bank MSA terminates for any reason.

4.8 If payment is by Direct Debit, no sooner than 14 and no later than 30 calendar days after the date of any Cardholder Statement (or the Statement where relevant), we will present to the relevant Cardholder's bank (or your bank where relevant) a request for payment from the nominated Cardholder's or your Payment Account by Direct Debit for all sums shown as due on the relevant Cardholder Statement (or Statement where relevant). Where Card Transactions are being settled using the Individual Pay Facility and the Cardholder has not made payment, we will present to your bank at any time after the due date for payment, a request for payment from your Payment Account by Direct Debit of all sums shown as due in the relevant Cardholder Statement which remain unpaid.

4.9 You will ensure that sums demanded under clause 4.8 are paid to us on first presentation of the Direct Debit. For the avoidance of doubt as between you and us, you will be liable for all such payments.

5 Business's Liability for Cardholders

5.1 You will be liable for any direct or indirect loss incurred by any member of the Lloyds Banking Group resulting from use of any Card(s) including if a Cardholder or former Cardholder fails to observe the Conditions of Use or any additional terms and conditions applicable to an additional security code or measure issued or required by us under clause 2.18, or acts improperly or unlawfully in relation to a Card or a Card Transaction, and any such loss will be debited by us to the Business Account.

5.2 If a Cardholder or former Cardholder with an Individual Pay Facility has not paid the sum (or any part thereof) shown on the relevant Cardholder Statement by the due date for payment, you shall, forthwith upon receipt of demand by us, pay that sum to us.

6 Requirements for the Card Services

The Services will only be available to a business which is using the Services in the course of its business and which is not an "individual" as that term is defined in Section 189(1) of the Consumer Credit Act 1974 as amended or replaced from time to time.

7 Charges

7.1 We will specify the relevant Charges from time to time. For further details of the Charges please refer to the Website or the Lloyds Bank Relationship Manager. Any Charges will be debited to the Business Account or Cardholder Account as relevant. Charges will not be refunded in the event that you or we terminate this Agreement in accordance with clause 11.

7.2 If a volume rebate or non-standard pricing has been agreed by the Lloyds Bank Relationship Manager, this amount may be subject to amendment if there is a change in the law impacting interchange or any amendment to interchange rates by the Payment Scheme.

7.3 If we increase any of our Charges, or introduce a new charge specifically relating to this Service, we will contact you directly, at least 30 days before the change takes effect.

8 Non-payment/arrears

8.1 You will pay Charges on any sum that you and/or any Cardholder does not pay within the times specified in this Agreement. We will provide details of the Charges to you before execution of this Agreement.

8.2 Where Card Transactions are being settled using an Individual Pay Facility, a fee in respect of any sum that any Cardholder does not pay within the time specified in clause 4.8 may be payable. Where Card Transactions are being settled using the Company Pay Facility, a fee in respect of any sum that you do not pay within the time specified in clause 4.1.2 will be payable. Details of the Charges can be found on the Website.

8.3 We may also charge you a sum to cover our reasonable costs incurred in collecting any sum not paid on time or resulting from any other breach of this Agreement or the Conditions of Use.

8.4 You should tell us as soon as possible if you are experiencing financial difficulties. We will always seek to help you and develop a plan with you for dealing with your financial difficulties.

9 Lost or Stolen Cards

9.1 If any Card is lost or stolen, or the PIN becomes known to any other person, or the Card or PIN are for any reason liable to misuse, you or the relevant Cardholder must notify us as soon as possible by telephone on 0870 513 4588 (24 hours) (if abroad, +44 1908 544059). We may ask for written confirmation within seven days. Please always give the account number of the relevant Card in such written confirmation. If a Card is subsequently found, it must not be used and must be returned to us cut into two through the chip. You will be responsible for all losses arising from unauthorised Card Transactions until you or the relevant Cardholder notifies us in accordance with the Conditions of Use.

9.2 You will, and will ensure that the relevant Cardholder will, assist us or our agents in the investigation of the loss, theft or possible misuse of a Card or the disclosure of the PIN, and will assist us to recover that Card. You consent to the disclosure of any relevant information concerning the relevant Cardholder Account in connection with such matters. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.

9.3 All Cards are and remain our property at all times. You are responsible for recovering, destroying and returning all Cards issued to Cardholders if we or our agents so request. The Cards must be returned to us immediately following any such request, cut into two through the chip.

9.4 You may be covered by Liability Waiver Insurance, subject to and in accordance with the terms and conditions of the insurance policy from time to time in force. A copy of the terms and conditions of the policy can be viewed at www.lloydsbankcommercial.com/Corporate-terms/Lloyds/Terms-and-conditions/Cash-management/Card-services/

9.5 When a Card expires or is lost or stolen, we may issue a new Card.

9.6 For the avoidance of doubt no Cardholder will be liable to us for anything under this clause 9.

10 Disputed Amounts and Chargebacks

10.1 You may only dispute amounts on the Statement that you believe to be incorrect if:

10.1.1 the amount shown on the Statement does not reflect the actual face value of the Card Transaction;

10.1.2 the Card Transaction shown on the Statement did not result from the use of a Card;

10.1.3 the Statement reflects Charges not properly made; or

10.1.4 you are not liable for that amount or part of that amount under clause 9.1.

10.2 You must notify us in writing of any dispute about any amount on the Statement without undue delay and in any event within 30 days of the Statement date. We will promptly investigate the disputed amount and determine whether it is your responsibility. Until this investigation is completed, conditional credit of the disputed amount will be applied to the Business Account, Diversion Account or the relevant Cardholder Account (as appropriate). If we resolve that the disputed payment is payable, you will remit the disputed amount to us on the next standard Statement payment date. Any related Charges will be suspended while any disputed payment is investigated, but will be imposed retrospectively if we determine that the disputed amount is payable by you.

10.3 You must immediately notify us in writing if you suspect that a Card Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. We will attempt to charge the Card Transaction back to the Supplier under the Payment Scheme rules. This will not relieve you of liability for the Card Transaction unless the chargeback to the Supplier occurs, in which case the amount will be credited to the Business Account or relevant Cardholder Account as applicable.

11 Termination

- 11.1 Either party may terminate this Agreement at any time by not less than 30 days' written notice to the other party.
- 11.2 On termination of this Agreement, howsoever occurring, all Cards issued to Cardholders at your request must be returned to us immediately cut into two through the chip, together with repayment of any outstanding balances and any applicable Charges.
- 11.3 We may terminate this Agreement and/or demand repayment of the outstanding balance on all Cardholder Accounts for your or any Cardholder's breach of any of the Conditions of Use and/or this Agreement. We will give you an opportunity to remedy such breaches unless it is unreasonable to do so, and if we do give such an opportunity this Agreement will end unless you take the action required in accordance with the terms of any notice served by us. If we do not give such an opportunity this Agreement will terminate with immediate effect.
- 11.4 We and/or the Introducer Bank may cancel or suspend the right to use one or more of the Cards entirely or in respect of a specific Card function, or refuse to renew, replace or reissue a Card, or make Card Transactions, on reasonable grounds relating to (a) the security of that Card; (b) the suspected unauthorised or fraudulent use of that Card; or (c) your ability to repay any credit advanced to you. If we and/or the Introducer Bank cancel or suspend use of a Card or intend not to renew, replace or reissue a Card, we and/or the Introducer Bank will tell you as soon as practicable and advise you of the reason or reasons unless the law prevents us from doing so or it would undermine our security measures.
- 11.5 If we refuse a Card Transaction then you can call us on 0870 513 4588 (24 hours) (if abroad +44 1908 544059) or write to us at Lloyds Bank Card Services, PO BOX 6061, Milton Keynes, MK7 8LE to find out why we have refused and whether there is anything you can do to deal with the problem that led to our refusal (unless the law prevents us from telling you or it would undermine our security measures).
- 11.6 Your obligations under this Agreement will continue in force and you will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding.
- 11.7 You will ensure that all Payment Accounts, the Business Account and the Diversion Account will remain open at least until all outstanding Card Transactions have been processed and until all amounts outstanding have been paid to us.
- 11.8 The Introducer Bank will have the right to terminate this Agreement at any time by giving not less than 30 days' written notice to you and us. For the avoidance of doubt, you acknowledge that we have no liability, and you have no right to make any claim against us, if the Introducer Bank terminates this Agreement under this clause.
- 11.9 We will have the right to terminate this Agreement (without prejudice to any other rights) at any time if the Introducer Bank MSA is terminated.

12 Changes to Terms and Conditions

- 12.1 We have the right to make changes to this Agreement at any time including but not limited to changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions or to take account of reorganisations within Lloyds Banking Group, to change the scope of the Services, to improve security or to take account of changes to systems. Changes will be notified to you in writing by post or by e-mail and in either case may direct you to the Website where details of the change are posted.
- 12.2 If we amend this Agreement, and the change is to your disadvantage we will give you 30 days' written notice before we make the change. You may by notice in writing to us, to be received by us no later than 60 days after the date of our notice to you, terminate this Agreement for use of the Services with immediate effect and without having to pay any extra charges for doing so. If a change is not to your disadvantage we may make a change immediately and tell you about it in writing within 30 days.
- 12.3 If we have made a major change or a number of minor changes in any one year to this Agreement, we will send you a copy of the new terms and conditions or a summary of the changes or direct you to the Lloyds Bank Relationship Manager or to the Website where the latest terms and conditions and/or a summary of the changes are posted.
- 12.4 Notwithstanding the other provisions of clause 12, this Agreement may be varied by an agreement in writing executed by your and our authorised representatives at any time.
- 12.5 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving you any prior notice.

13 General

- 13.1 If any Cardholder leaves your employment, voluntarily or otherwise, or ceases for whatever reason to be your employee, contractor or agent, or on the death of a Cardholder, your obligations under this Agreement will continue in force and you will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding.
- 13.2 No member of Lloyds Banking Group will have Liability for any breach or failure by us to fulfil our obligations or any act of Suppliers or agents (including the failure of any of our or any such member's (or agent's) machines, data processing systems or transmission links) which in each case occurs for reasons beyond our or any such member's reasonable control or because of industrial action.

- 13.3 Subject to clause 13.6, no member of Lloyds Banking Group will have Liability for:

- 13.3.1 any consequential or indirect losses whatsoever and howsoever arising;
- 13.3.2 loss of profit (whether direct, indirect or consequential);
- 13.3.3 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
- 13.3.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
- 13.3.5 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential); or
- 13.3.6 liability that the Business has to third parties (whether direct, indirect or consequential).

- 13.4 No member of Lloyds Banking Group will have Liability for the refusal of any other bank, ATM or other machine or supplier to accept or honour a Card, nor will any such member be responsible in any way for the goods and services supplied to you or any Cardholder.

- 13.5 Subject to clauses 13.3 and 13.6, our maximum aggregate Liability which arises from an act, omission, event or circumstance which occurs in any one calendar year will not exceed the value of the Charges paid to us during that calendar year.

- 13.6 Nothing in this Agreement limits our liability for death or personal injury resulting from our negligence or fraud, fraudulent misstatement or fraudulent misrepresentation.

- 13.7 Any complaints by either a Cardholder or you regarding a Supplier must be resolved by you with such Supplier and no claim by you or a Cardholder against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.

- 13.8 We accept no responsibility if a request for Authorisation is declined or if a Card is not accepted in payment nor for any loss or damage resulting from the way either is communicated to you or the relevant Cardholder.

- 13.9 No delay, neglect or forbearance on our part in enforcing any term or condition of the Agreement will either be deemed to be a waiver or in any way prejudice any of our rights under the Agreement.

- 13.10 If the Payment Account is not held or maintained with us, signature of the Corporate MultiPay Business Application will signify that:

- 13.10.1 you authorise us to pass to the Payment Account any instructions or messages that may be necessary in order for the Services to be provided to you and/or any Cardholder; and
- 13.10.2 the bank with which the Payment Account is held will be authorised to accept, process and act upon messages passed to it by us pursuant to clause 13.10.1 above.

- 13.11 You agree that:

- 13.11.1 we may provide any information which we receive relating to you, including any information regarding employees or Cardholders, and agents of the Business or Cardholders (from you or a third party) to the Introducer Bank for the purposes of managing the Programme;
- 13.11.2 save for any liability which cannot be otherwise excluded or limited by law, we will not be liable to you for any acts or omissions of the Introducer Bank in connection with the Programme; and
- 13.11.3 we and the Introducer Bank may each carry out such checks as they consider necessary on the identity of anyone who is authorised to hold a Card.

- 13.12 This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except always that:

- 13.12.1 the Introducer Bank shall have the right to enforce the rights given to it under clauses 2.11, 2.13, 2.14, 4.7, 11.4, 11.8 and 13.11 of this Agreement; and
- 13.12.2 no consent from the entities referred to in this clause 13.12 is required for you and us to agree to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

- 13.13 The Payment Services Regulations apply to this Agreement except that all the provisions contained in those regulations which can be excluded in agreements with large businesses are excluded to the fullest extent possible.

14 Our service promise

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If you would like a copy of our complaint procedures, please contact the Lloyds Bank Relationship Manager or any of our offices. You can also find details on our website at www.lloydsbankcommercial.com/contactus

15 Notices

- 15.1 All notices by you will be sent by post or delivered by hand to the relevant address of the Bank. All notices or other communications by us to you may be sent by post or delivered by hand to the relevant address of the Business or sent by e-mail to your e-mail address which has been provided to us.
- 15.2 The address for any such notice:
- 15.2.1 for the Bank, will be either the Lloyds Bank Relationship Manager or Lloyds Bank Card Services, PO BOX 6061, Milton Keynes, MK7 8LE.
- 15.2.2 for you will be the address given on the Corporate MultiPay Business Application or Cardholder Application or as otherwise notified by you to us.
- 15.2.3 may be changed by either party by giving seven days' notice in writing to the other.
- 15.3 All notices or other communications between you and us must be in English.
- 15.4 You consent to us providing information which is required under this Agreement by making it available on the Website www.lloydsbankcommercial.com/Corporate-terms/Lloyds/Terms-and-conditions/Cash-management/Card-services/

16 Assignment

- 16.1 We may assign or otherwise transfer its rights under this Agreement in whole or in part. We may delegate or sub-contract any of our obligations under this Agreement but will remain liable for these obligations and for its sub-contractors.
- 16.2 You may not assign or otherwise transfer any of your rights or obligations under this Agreement.

17 Force Majeure

- 17.1 Force Majeure means an event or abnormal and/or unforeseeable circumstance beyond the reasonable control of the affected party impacting its ability to perform any of its obligations under this Agreement (other than as to payment) which does not relate to its fault or negligence. Force Majeure includes, for example and without limitation, acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, floods, fires, explosions or other catastrophes or natural disasters, compliance with a law or governmental order, rule, regulation or direction, or failure of equipment, software or communications network (including the SWIFT network) or other circumstances affecting the supply of goods or services.

- 17.2 A party will not be responsible for failure to carry out any of its duties under this Agreement (other than as to payment) to the extent to which such failure is caused by Force Majeure, provided that the affected party:

- 17.2.1 has taken all reasonable steps to prevent and avoid the Force Majeure;
- 17.2.2 carries out its duties to the best level reasonably achievable in the circumstances of the Force Majeure;
- 17.2.3 takes all reasonable steps to overcome and mitigate the effects of the Force Majeure as soon as reasonably practicable;
- 17.2.4 on actually becoming aware of the Force Majeure, as soon as practicable informs the other party that something has happened which is a Force Majeure, giving details of the Force Majeure, which Services have been affected, the steps being taken to overcome and mitigate it, and a reasonable estimate of the time period during which the Force Majeure will continue and confirming this information to the other party in writing as soon as reasonably practicable; and
- 17.2.5 informs the other party as soon as possible when the Force Majeure has stopped.

18 Severability

If any part of this Agreement is found to be unenforceable, it will not affect the rest of the Agreement, and you and us will seek to give the unenforceable part effect to the maximum degree permitted by law.

19 Governing Law

This Agreement (and all non-contractual obligations arising from or in connection with it) shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.