

Unity Corporate Purchasing Card Indemnity Agreement

Please complete the relevant information below, sign in accordance with your Unity Trust Bank mandate and return with your application pack.

This agreement is made on _____ 20____

BETWEEN

1. UNITY TRUST BANK PLC a company registered in England & Wales under company number 1713124, the registered office of which is located at Four Brindleyplace, Birmingham B1 2JB ("Bank"); and
2. _____, the organisation as described in the Customer's completed 'Application to open an account' with the Bank and whose registered or principle office is also set out in such completed application ("Customer")

BACKGROUND

- A. The Customer is a customer of the Bank.
- B. At the request of the Customer the Bank has facilitated the provision to the Customer of a Unity Corporate Purchasing Card cardholder facility ("Facility") by Lloyds Bank plc ("Lloyds") under which Cards may be issued by Lloyds to the Customer for use by Cardholders and the Customer will be responsible for settling the outstanding balances from time to time of all Cardholders under the Facility.

- C. The Customer understands that if it fails to pay any sums due to Lloyds in connection with the Facility the Bank may be required to pay these sums to Lloyds on the Customer's behalf and accordingly the Customer agrees that it will comply with the terms set out in this agreement in relation to its use of the Facility and will indemnify the Bank on the terms set out in this agreement.

AGREED TERMS

In consideration of the Bank facilitating the provision by Lloyds to the Customer of the Facility and settling any outstanding payments due from the Customer to Lloyds under or in connection with the Facility on the Customer's behalf, the Customer agrees that:

1. In this agreement the following terms have the meaning set out below:

"Billing Cycle": the period of about one month between statements.

"Card": any Corporate Purchasing Card (including any renewal or replacement card) issued to a Cardholder by Lloyds under the Facility.

“Cardholder”: any employee, contractor or agent of the Customer authorised by the Customer from time to time to use a Card issued by Lloyds under or in connection with the Facility in his or her name,

“Cardholder Limit”: the sums approved by the Bank as the maximum amounts of spending permitted for each Cardholder during a Billing Cycle (including any Card transactions not yet debited and any authorisations the Bank has given in respect of prospective Card transactions).

“Facility Limit”: the sum specified (in writing) from time to time by the Bank, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Card transactions not yet debited and any authorisations the Bank has given in respect of prospective Card transactions) permitted per Billing Cycle under or in connection with the Facility by the Customer.

2. The Customer shall comply with the terms applicable to the Facility and shall indemnify the Bank in full and on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by the Bank arising out of or in connection with the failure of the Customer to pay any sums due to Lloyds under or in connection with the Facility.
3. The Customer shall pay interest to the Bank after as well as before judgment at the annual rate of 4% above the base

rate of Lloyds on all sums demanded under this agreement from the date of demand by the Bank or, if earlier, the date on which the relevant liabilities, costs, expenses, damages or losses in respect of which demand has been made were suffered or incurred by the Bank until the date of actual payment.

4. The Customer shall on demand pay to, or reimburse, the Bank on a full indemnity basis all costs, charges and expenses (including without limitation legal costs) incurred by the Bank in connection with the exercise or enforcement of any rights under or in connection with this agreement or any attempt to do so.
5. If a payment due from the Customer under this agreement is subject to tax (whether by way of direct assessment or withholding at its source), the Bank shall be entitled to receive from the Customer such amounts as shall ensure that the net receipt, after tax, in respect of the payment is the same as it would have been were the payment not subject to tax.
6. All payments due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
7. The Customer authorises the Bank to debit to any of its accounts with the Bank all amounts payable by it to the Bank under this agreement.

8. Neither the Facility Limit nor any Cardholder Limit may be increased without the prior written approval of the Bank. The Customer may request an increase in the Facility Limit by contacting the Customer's relationship manager and completing the form provided by the Bank. All requests will be subject to the Bank's usual credit review and approval process.
9. Where the Customer requests an increase in the Facility Limit, the Customer will advise the Bank of any change it proposes to any Cardholder Limit. Where the Bank approves an increase in a Cardholder Limit the Customer will advise the Cardholder of the change in the Cardholder Limit, together with the date notified by the Bank when the change will take effect. A Cardholder Limit cannot be increased by the Customer if it would result in the Cardholder Limit exceeding the Facility Limit.
10. This agreement will commence on the date of this agreement and shall continue for so long as the Facility is in place and thereafter in respect of sums due owing or incurred by the Customer in connection with the Facility.
11. Without prejudice to any rights of Lloyds in relation to the Facility the Bank may cancel or suspend the right to use one or more of the Cards issued to a Cardholder under the Facility entirely or in respect of a specific card function, or refuse to renew, replace or reissue

such a card, or make card transactions, on reasonable grounds relating to:

- 11.1. the security of the Card;
- 11.2. the suspected unauthorised or fraudulent use of the Card; or
- 11.3. the Customer's ability to repay any credit advanced to it.

If the Bank cancels or suspends use of a Card or intends not to renew, replace or reissue a Card, the Bank will inform the Customer as soon as practicable and advise the Customer of the reason or reasons for such action unless the law prevents the Bank from doing so or it would undermine the Bank's security measures.

12. Without prejudice to any rights of Lloyds in relation to the Facility the Customer acknowledges and agrees that in respect of any Cardholder:
 - 12.1. either the Bank or the Cardholder may terminate the Cardholder's use of card at any time by not less than 30 days' written notice to the other party.
 - 12.2. the Cardholder may end its use of a Card at any time by writing to the Bank, enclosing all the Cards issued to the Cardholder, cut in two through the chip.
 - 12.3. the Bank may end any Cardholder's use of a Card, and demand immediate repayment of any amounts due in respect of any Card transactions at any time if the Customer or the Cardholder has breached any terms

applicable to the Facility or the use of Cards or if Lloyds is entitled to terminate a Cardholder's use of any Cards under the applicable terms of use.

- 13.** If the Bank fails to insist that the Customer performs any of its obligations under this agreement, or does not enforce its rights against the Customer, or is in delay in doing so, that will not mean that the Bank has waived its rights against the Customer and will not mean that the Customer does not have to comply with those obligations.

Any waiver by the Bank will only be effective if it is in writing, and that waiver will not mean that the Bank automatically waives any later default by the Customer.

- 14.** This agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement.

Please sign below in accordance with your Unity Trust Bank mandate:

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed on behalf of Unity Trust Bank:

Signed:

Date:

Contact us:  Call us: 0345 140 1000  Email us: us@unity.co.uk  Visit us: www.unity.co.uk

^Our call centre opening hours are 9:00am to 5:00pm, Monday to Friday, excluding bank and public holidays in England or Scotland. Calls are charged at local rate. Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Unity Trust Bank, Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1713124. U1049_0425