

Corporate Purchasing Card

eOptimise Sterling Account

Part A - General Conditions

These terms and conditions are not regulated by the Consumer Credit Act 1974.

In these terms and conditions, we use headings to make them easier to read. They do not affect how the terms and conditions are interpreted.

About us

We or us are Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).

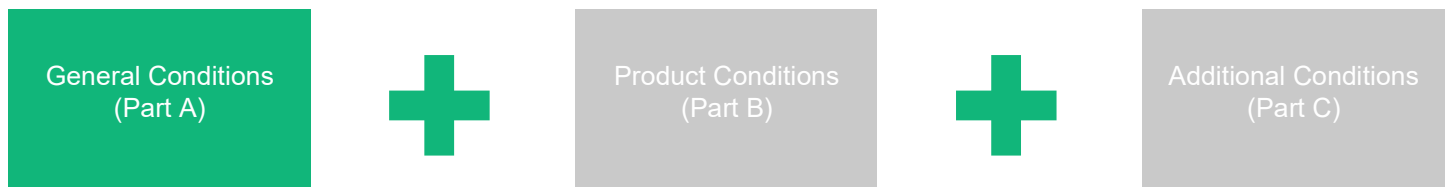
About you

You are the business we maintain the Business Account for. If you are a partnership of two or more persons, the Agreement applies to each of you and you'll be responsible both individually and as a group (this is known as 'joint and several' liability).

You must be using the Services in the course of your business. You must tell us promptly about any changes to your business.

1. Our Agreement with you

Our Agreement with you is made up of these General Conditions (Part A), the Product Conditions (Part B) for each corporate card product you have with us, the product Charges, and any additional conditions regarding the Services that we agree with you in writing from time to time. The General Conditions (Part A) contain the main terms for our relationship with you. The Product Conditions (Part B) contain terms that are specific to the corporate cards products you have with us. If there is any conflict between the General Conditions and Product Conditions, the Product Conditions will override the General Conditions. Any additional conditions will override both the General Conditions and Product Conditions. You can ask us for a copy of the Agreement at any time.



Words we use: Sometimes we give specific meanings to words, so we have capitalised them when they are used in the Agreement. We explain those words here or where we use them.

Agreement: these General Conditions (Part A), the Product Conditions (Part B) for each corporate card product you have with us, the product Charges and any additional conditions regarding the Services that we agree with you in writing from time to time.

Authorisation: the consent we give to a Supplier or its payment service provider (via the relevant Payment Scheme) to submit a Transaction for processing and settlement.

Business Account: the control account in your name that we open and maintain to provide the Services to you.

Business Application: your application to us for the Services.

Business Day: 8am to 8pm Mondays to Fridays except public and bank holidays in England and Wales or Scotland (if in Scotland), and Saturdays 9am to 4.30pm.

Business Statement: the statement of the Business Account.

BTS Details: if applicable, the 16-digit number (including any renewal or replacement number) issued to a Cardholder under the Agreement that identifies the Business Account and is needed to make Transactions.

Card: if applicable, any card or Embedded Payment Solution (including renewal, replacement and additional Cards) denominated in the Currency issued under the Agreement for use by a Cardholder (or User in the case of an Embedded Payment Solution only) on your behalf.

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

Cardholder: your employee, contractor or agent who is authorised by you to use a Payment Device.

Cardholder Account: the account we open and maintain for each Cardholder, which records Transactions made by that Cardholder.

Cardholder Application: the application from each Cardholder.

Cardholder Limit: the maximum amounts of spending permitted for each Cardholder each month (including any Transactions not yet debited and any Authorisations we have given regarding prospective Transactions).

Cardholder Statement: the statement of a Cardholder's Transactions we provide or make available.

Charges: the charges that apply to the Services as agreed, which may be varied and notified to you in writing from time to time under the Agreement. Details of charges can be found at <http://commercialbanking.lloydsbank.com/commercial-terms/>

Charity: any body whose annual income, at the date of entering into the Agreement, is less than £1 million and is:

- in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
- in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

Conditions of Use: the conditions for use of the Services by Cardholders and Users (as amended from time to time) which can be found on our Website (where applicable).

Currency: the Currency stated in the Business Application.

Embedded Payment Solution: if applicable, card details (including any renewal or replacement details) issued under the Agreement for use by a Cardholder or User to make purchases through a Supplier.

Liability: all liability arising out of or in connection with the Agreement, however caused (including by negligence).

Lloyds Banking Group: Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

Micro-enterprise: an enterprise that employs fewer than ten people and has an annual turnover or annual balance sheet total that does not exceed two million euro.

Non-Currency Transaction: a Transaction that is not in the Currency.

OCMS: online card management service tool, which is the internet-based enquiry and maintenance service we provide regarding the Services. OCMS includes the services called commercial card internet servicing (CCIS) and commercial cards data management (CCDM).

Payment Account: the account nominated by you for payments of Transactions and Charges. It must be a business account and not a consumer account.

Words that we use - continued

Payment Device: any personalised device or set of procedures to access an account, give instructions or execute a Transaction. These include a Card, Card Number, Embedded Payment Solution details, BTS Details, Virtual Card, VCN, RCN, Supplier Card, electronic wallet, use of a password, security details or PIN.

Payment Scheme: Visa or Mastercard (as applicable).

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-Currency Transactions to convert them to the currency of the Business Account. The relevant rate (depending on the Payment Scheme relevant to your Product) can be found at:

- **Visa** – www.visaeurope.com/making-payments/exchange-rates
- **Mastercard** – www.mastercard.com/global/currencyconversion

Payment Services Regulations: the Payment Services Regulations 2017.

PIN: the personal identification number issued to or selected by Cardholders.

Product: the product stated in the Business Application.

Programme Administrator: the representatives you nominate from time to time on the forms we provide for this purpose, or through OCMS, who will carry out the functions set out or referred to in the Agreement as being for the Programme Administrator. If your Product is the Business Travel Solution, we sometimes refer to the Programme Administrator as your Nominated Travel Administrator.

RCN: real card number – if applicable, the RCN is linked to a particular Cardholder Account that provides the funding card and settlement account for VCNs.

Scheme Limit: the maximum amount of credit we give you under the Agreement each month.

Services: the services we are to provide under the Agreement, together with any other services associated with a Payment Device that we or another member of Lloyds Banking Group may make available from time to time.

Supplier Card: if applicable, the Virtual Card we issue to you for use in funding and settling all Transactions with a nominated Supplier.

Supplier: any person or entity who agrees, by arrangement with us or the Payment Scheme (or both), to accept the Payment Device as payment for goods or services (or both).

Third Party Provider (TPP): a third party provider authorised by law to access information from your payment accounts - for example, an account aggregator that gives you a consolidated view of your account information across multiple providers.

Transaction: any payment or cash withdrawal made using a Payment Device.

User: your employee, contractor or agent authorised by you from time to time to use Embedded Payment Solution details that are in a Cardholder's name to make purchases through a Supplier.

Virtual Card: if applicable, card details used to make a payment but not provided in any physical state or form.

VCN: virtual card number: if applicable, a unique VCN is linked to an RCN to make a Transaction.

Website: www.lloydsbankcommercial.com or any other URL we tell you about.

When we refer to any law in these terms and conditions, this includes any secondary law made under it and any amendments or replacements (or both) of that law.

2. Term

This Agreement will continue until you or we end it (see "Ending the Agreement").

3. Scheme Limit and Cardholder Limits

We agree the Scheme Limit with you when you apply for your Product and show it in your Business Statement. You must choose a Cardholder Limit for each Cardholder, which must not exceed the Scheme Limit. Each Cardholder must never exceed their Cardholder Limit. In deciding whether or not any such limits have been exceeded, we will look at the amount of any Transaction not yet debited and any authorisation we have given regarding a prospective Transaction.

We will not increase the Scheme Limit or any Cardholder Limit without telling you. You can refuse any increase and we will tell you at the time how to do this. In some circumstances, we may lower the Scheme Limit. Generally, we will tell you in advance if we intend to do this but may not always do so. If the Scheme Limit is reduced, individual Cardholder Limits may also be reduced. If the Scheme Limit or any part of it has been unused for a six-month period, we may reduce the Scheme Limit, taking into account your product spending profile in the six months before that period.

We can decline Transactions that take a Cardholder over their Cardholder Limit or take you over the Scheme Limit. But if we do allow them, you must repay us the excess and any charges you owe us as soon as we ask you to.

How you can change your limits is set out below.

Change the Scheme Limit	Change the Cardholder Limit
Using the form we provide. Any increase is subject to our credit review and approval process. You may also ask us to decrease your Scheme Limit subject to any minimum we require.	You or the Programme Administrator can ask us in writing. If the new Cardholder Limit remains within the Scheme Limit, we will put it in place within 10 Business Days after you have asked us to. The Programme Administrator is responsible for telling the Cardholder about changes in their Cardholder Limit.

4. If you don't pay on time

You must pay Charges on any sum you don't pay on time. You can find details of Charges on our Website or are as otherwise notified to you in writing from time to time in line with the Agreement.

We may charge you our reasonable costs for collecting any sum not paid on time or resulting from any other breach of the Agreement or Conditions of Use.

We want your business to succeed, but we know you may sometimes need extra support. You should contact your relationship manager as soon as possible if your business is having financial difficulties. We'll always try to help you, and try to develop a plan with you to deal with the difficulties.

5. OCMS

We grant you a non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by the Programme Administrator, Cardholders and Users (if applicable) subject to the Agreement and the Conditions of Use.

You must make sure that only the Programme Administrator, Cardholders and Users (if applicable) are permitted to use OCMS.

Unless the law says you are not responsible, you promise to pay us all losses, costs, claims, damages and expenses we incur if:

- (1) you, the Programme Administrator, a Cardholder or User (if applicable) gives us incorrect information or instructions;
- (2) your access to OCMS is misused;
- (3) you, the Programme Administrator, a Cardholder or a User breaks the Agreement or the Conditions of Use; or
- (4) you fail to follow any reasonable instructions we give you.

OCMS, any related services and any information given under OCMS will be provided on an “as is” and “as available” basis.

6. Third Party Providers

Your Programme Administrator can allow a TPP to access the information on your Business Account for you if you are registered for OCMS. If the TPP identifies itself to us, and complies with relevant regulatory requirements, we'll treat any instruction from a TPP as if it were from you.

If we are concerned about fraudulent or unauthorised access by a TPP, we may refuse it access to your account information. Before we do this, we'll tell you and explain why, unless it is not reasonably practicable, in which case we'll tell you immediately afterwards. In either case, we'll tell you in the way we consider most appropriate. We won't tell you about refusing access to a TPP if doing so would compromise our reasonable security measures or otherwise be unlawful.

We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account in another way, we may refuse to allow that access.

If you use a third party card issuer, that TPP may be able to request confirmation from us that you have the necessary credit available on your Business Account for it to approve a transaction. We'll only respond to a request if you have expressly told us we can.

7. Liability

You (and not the Cardholder or User) are responsible for all costs, losses or charges arising directly or indirectly from use of a Payment Device unless we have stated otherwise in the Agreement.

8. Payment instructions

We will treat a payment instruction requesting that we execute a payment as received when we actually receive it, unless a Cardholder instructs us to carry out a Transaction on a future date or a series of recurring Transactions on future dates. In that case, we will treat the date we are required to carry out the Transaction as the date we receive the payment instruction.

If we receive any payment instruction after the cut-off time on any Business Day or on a day that is not a Business Day, we will treat it as if we received it on the next Business Day. You can find our payment cut-off times on our Website.

9. Managing your Payment Devices

How you can manage your Cards is set out below.

Apply for a new Payment Device	End a Cardholder's use of a Payment Device
The Programme Administrator must submit a request on OCMS or call or email our customer service team.	The Programme Administrator must submit a request on OCMS or call or email our customer service team. The Cardholder's use of a Payment Device will not end until the Payment Device is destroyed. If it is a Card, this means cutting it in two through the chip, and returning it to us.

A Programme Administrator may not apply for or authorise their own Payment Device. If there is only one Programme Administrator appointed, a new Programme Administrator should be appointed.

You, Programme Administrators and Cardholders must not use a Payment Device:

- a) for any illegal purpose;
- b) after its expiry date; or
- c) after we have cancelled or put a stop on it.

10. Lost or stolen Payment Devices

You must tell us or ensure the relevant Cardholder tells us immediately if a Payment Device is lost or stolen; you or they think someone else knows any of its security details; or it might have been misused.

You or the relevant Cardholder can contact us by phone on 0800 096 4496 (24 hours if it's about a lost or stolen Payment Device, but Monday to Friday 8am–8pm, Saturday 9am–4pm if it's about fraud). If abroad, call +44 1908 544059. We may ask for written confirmation within seven days, and it must include the Payment Device account number.

All Payment Devices are our property. If a Payment Device is later found, it must not be used and must be destroyed (for Cards, cut in two through the chip). You may be required to return the Payment Device to us.

Both you and the relevant Cardholder must provide all information we reasonably request. You and they must also assist us, our agents and the police (if we need to involve them) in investigating the loss, theft or possible misuse of a Payment Device, or the disclosure of any security details, and must assist us in recovering the Payment Device. Regarding such matters, both you and each Cardholder consent to our telling relevant third parties about the particular account.

When a Payment Device expires, is lost or stolen, or is damaged, we may issue a new one.

You may be covered by liability waiver insurance, subject to and in line 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/LloydsBank/Terms-andconditions/Cash-management/Card-services.

11. Stopping or suspending a Payment Device and the Services

We can stop the use of a Payment Device or refuse to issue a new one, where reasonable if:

- (1) we're worried about its security;
- (2) we think its use has been unauthorised or fraudulent;
- (3) we think the risk of you not repaying the credit is significantly increased; or
- (4) we reasonably believe that not doing so may cause us to breach a legal requirement or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

If we stop a Payment Device or refuse to issue one for any of these reasons, we are not responsible for any resulting loss or damage you may suffer.

We'll tell you as soon as we reasonably can if we are going to stop or have stopped the use of a Payment Device, and why, unless the law prevents us doing so or it would undermine our security measures. We won't stop a Payment Device for longer than we need to. We will let you use it again or give you a new one as soon as possible.

If you have a Card and we have stopped its use, you'll be responsible for taking steps to ensure it is recovered and destroyed (cut in two through the chip). You may be required to return the Card to us.



If you need to discuss the stop on a Payment Device with us, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Lloyds Bank Card Services, PO Box 6061, Milton Keynes MK7 8LE.

We can suspend your access to the Services, including by lowering or removing the Scheme Limit, and take steps to end your Agreement in accordance with Condition 22 of these General Conditions (Ending the Agreement), if:

- (1) we think you no longer want the Services because you haven't been using them in the last 24 months;
- (2) you seriously or repeatedly breach the Agreement or another agreement you have with us;
- (3) you, a Cardholder or a User does anything we reasonably believe will seriously damage our reputation;
- (4) you repeatedly fail to pay any amounts due to us under the Agreement;
- (5) we find you entered into the Agreement without informing us in writing, that material litigation was – or material administrative, criminal or judicial proceedings were – being taken against you ("material" means likely, if successful, to have a damaging effect on you); or
- (6) you are Insolvent.

We treat you as **Insolvent** if:

- you or any other person takes or threatens to take any step in connection with –
 - a suspension or re-scheduling of payments by you, a moratorium of any of your debt or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - the making of an arrangement with any of your creditors;
 - the appointment of an administrator or the intention to appoint an administrator in respect of you;
 - the appointment of a liquidator, receiver or any similar office, in respect of you or any of your assets; or
 - any equivalent procedure in any jurisdiction;
- you can't pay your debts as they fall due; or
- you stop trading or threaten to.

We'll tell you as soon as we reasonably can if we are going to suspend your access to the Services, and why, unless the law prevents us doing so or it would undermine our security measures.

12. Processing Transactions

We may refuse to process or delay processing any Transaction if:

- (1) it would cause you to exceed a limit we have set;
- (2) its completion is prevented by the payee's account;
- (3) it seems unusual when considering how the relevant Cardholder Account is normally used or we reasonably believe it may be fraudulent;
- (4) by processing it, we reasonably believe that we would infringe any law, regulation or the rules of the Payment Scheme or any industry good practice or that we may be exposed to action from any government or regulator;
- (5) not acting on the instruction to process it or delaying to act on the instruction would help us comply with money laundering laws or regulations;
- (6) the instruction to process it is inaccurate or incomplete;
- (7) acting on the instruction to process it would breach the Agreement;
- (8) the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place);
- (9) you are in breach of the Agreement; or
- (10) any of the reasons for ending the Agreement under "Ending the Agreement" apply.


If we do this, we will not have any responsibility to you for any resulting loss or damage you may suffer. If we have declined to process a Transaction, we will give you on request details of the reason(s) for the refusal as soon as is practicable unless the law prevents us doing so or it would undermine our reasonable security measures. We will also include details of how to correct any errors that led to our refusal, if appropriate. To request this information, please call our customer services centre on 0800 096 4496 (if abroad +44 1908 544059). If your Transaction has been declined, this helpline is available 24 hours a day seven days a week.

13. Statements

If there have been any Transactions or Charges on your accounts in any month, we will post to you both the Business Statement and Cardholder Statements, unless you have asked us to provide them or make them available to you in another way, such as via an app or online banking or another digital banking service we may provide in the future. Where appropriate, we'll also send you an email or other notification (for example, a text) to tell you we have done this, unless we've separately agreed not to. Once we've sent you a message, we'll assume you've received it. Messages we provide electronically may include an attachment in PDF or similar format. You should make sure your devices are set up to receive them. We may charge for duplicate copies.

The statements will include the following information:

- (1) a reference enabling you to identify the Transaction.
- (2) where appropriate, information we have received about the beneficiary of the payment.
- (3) the amount of the Transaction in the currency in which the relevant account was debited or in the currency used for the payment order.
- (4) the amount of any charges for the Transaction and, where applicable, a breakdown of them, and any interest payable by you.
- (5) where applicable, the exchange rate used for the Transaction and its amount after the currency conversion.
- (6) the debit value date or the date of receipt of the Transaction.



You must pay the full amount outstanding on each Business Statement by the payment date specified in it.

14. Repayments

Using a form we provide, you must nominate an account you hold with us or any other bank in the United Kingdom (acceptable to us) as the Payment Account at the time of entering into the Agreement.

We will take all Transactions and Charges from the Payment Account by direct debit on or after 14 (and no later than 60) calendar days from the Business Statement date. You must ensure all direct debits are paid to us on their first presentation.

If you don't make payments due to us under this Agreement on time, for example if your direct debit payment fails for any reason, you give us permission to take payments from the Payment Account or any other current accounts you have with us (as long as the account agreement allows this). This applies even if taking payments in this way makes the account or accounts in question overdrawn or further overdrawn. We'll take such payments without telling you beforehand.

15. Important information about repayments

Payments will only take effect when debited to the Payment Account. They may be applied against Transactions and Charges.

Payments reduce balances on the Business Account or the relevant Cardholder Account (or both) in the following order: annual card fee, late payment fee; Transaction fee; cash advance fee; ATM cash advance fee; old balances; new balances.

16. Cancelling transactions

Information about cancelling transactions is set out below.

Cancelling transactions	
What Transactions can you or the relevant Cardholder cancel?	<ul style="list-style-type: none"> Transactions scheduled for a future date. A series of recurring Transactions.
What you or the relevant Cardholder must do	<ul style="list-style-type: none"> Tell us by the end of the Business Day before the day the Transaction is due to be made. Tell the Supplier that you have asked us to cancel the Transaction, and if you also want to cancel your agreement with them you will need to do this directly with the Supplier.
What will happen	<ul style="list-style-type: none"> We will not carry out a Transaction once you or the Cardholder has withdrawn authorisation. Unless you or the Cardholder tell us otherwise, we will treat cancellation of recurring Transactions as cancelling all future Transactions in the series.

17. Refunds, responsibilities and chargebacks

You must check, and ensure any Cardholder checks, any statement you or they receive as soon as possible (preferably within 30 days), and tell us straight away if an entry seems wrong. If you don't, we may not be able to correct any mistakes. If we need to investigate a Transaction, you and the Cardholder must co-operate with us and the police if we need to involve them.

The tables below set out when we will give you a refund, and the circumstances in which you are responsible for losses caused by unauthorised transactions. Other than our responsibilities set out in this section, we have no further responsibility to you for unauthorised transactions.

The table below explains when you'll receive a refund

What went wrong?	You'll receive a refund if	What you'll get	You won't receive a refund if
You, or the relevant Cardholder or User (if applicable), paid more than you expected	<ul style="list-style-type: none"> the exact amount of the payment was not specified; the payment amount is more than you could have reasonably expected to pay; and you request the refund within eight weeks from the date the amount was debited from the relevant account. 	<p>We'll refund you the amount of the payment (and any related interest and charges you have directly incurred).</p> <p>We may ask you to give us any information we reasonably require so we can ensure you satisfy the requirements for a refund before paying it.</p> <p>We'll either give you a refund or inform you why you are not entitled to one within 10 Business Days of the later of:</p> <ul style="list-style-type: none"> our receipt of your request for a refund; or our receipt of any information we ask you to provide. <p>If you are not happy with our decision, you can contact your relationship manager or complain to us.</p>	<ul style="list-style-type: none"> you or the relevant Cardholder or User directly gave us authorisation for the Transaction and the payment amount was provided or made available to you, the Cardholder or User at least four weeks before the due date for payment.
A payment was made that you or the relevant Cardholder or User (if applicable) didn't authorise	<ul style="list-style-type: none"> a Transaction was not authorised by you or the relevant Cardholder if you notify us without undue delay after becoming aware of the fact, and in any event within 13 months of the date we debited the payment from the relevant account. 	<p>We'll refund the amount of the Transaction and, where applicable, restore the relevant account to the position it would have been in had the unauthorised transaction not taken place.</p> <p>We'll do this by the end of the next Business Day.</p> <p>You must give us any information we reasonably need to assess whether a refund is due.</p> <p>We may also investigate after giving a refund. If we discover you were not entitled to the refund, we will debit the refunded amount from the relevant account. We'll give you reasonable notice before we do.</p>	<ul style="list-style-type: none"> you don't notify us in time we find the Transaction was authorised by you or a relevant Cardholder. <p>If you are a Micro-enterprise or Charity</p> <p>You don't need to prove you did not authorise a card payment, but we'll take into consideration the circumstances at the time it was authorised.</p> <p>For everyone else</p> <p>You agree that Regulation 75 of the Payment Services Regulations does not apply to you. This means it's your responsibility to prove that you or the relevant Cardholder did not authorise a payment.</p>

The table below explains when you'll be responsible for unauthorised transactions

How the losses happened	How much you are responsible for	
	If you are a Micro-enterprise or Charity	Everyone else
From the use of a lost or stolen Payment Device before you tell us it's missing.	<p>A maximum of £35 (or Currency equivalent) per instance unless you have acted fraudulently or you have intentionally or with gross negligence failed to:</p> <ol style="list-style-type: none"> take all reasonable steps to keep the personalised security features safe; use the Payment Device in line with the Agreement; or notify us in the agreed way and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Device. <p>In these situations, you will be responsible for all losses incurred.</p>	<p>All losses incurred</p> <p>This is because you agree that Regulation 77 of the Payment Services Regulations does not apply to you.</p>
From the misuse of a Payment Device because you failed to keep the personalised security features safe.		
After you have notified us of the loss, theft, or unauthorised use of the Payment Device.	<p>You won't be responsible unless you have acted fraudulently.</p> <p>If you have acted fraudulently, you are responsible for all losses incurred.</p>	
Because we had failed to provide the means for you to notify us of the loss, theft, or unauthorised use of the Payment Device.		
From the use of a Payment Device without your permission before you received it.		
Because we had failed to apply legally required procedures to check that a payment has been authorised by you or a Cardholder.		

Chargebacks

In any other circumstances, you must immediately tell us if you think a Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. You can ask us to reject a transaction, and we'll try to charge back the Transaction to the Supplier under those rules. If we can, we'll credit the amount to the Business Account or relevant Cardholder Account as applicable. If we cannot reverse the transaction, you'll remain liable for it.

You must tell us of any dispute about any amount on the Business Statement or any other statement without undue delay. In any event, this must be within 13 months of the date we debited the disputed payment from the account.

18. When we are not liable

We have no Liability to you for:

- (1) loss of profit, revenue, production or business;
- (2) loss of goodwill, reputation or opportunity;
- (3) loss of anticipated savings or margin;
- (4) loss of bargain;
- (5) costs regarding wasted managerial, operational or other time;
- (6) loss of or corruption of data or information;
- (7) claims made against you by third parties;
- (8) indirect, consequential or special loss;
- (9) a Transaction being declined or a Payment Device not being accepted as payment, nor for any loss or damage resulting from the way this is communicated to you, the relevant Cardholder or User;
- (10) the refusal of any other bank, ATM or other machine or Supplier to accept or honour the Payment Device; or
- (11) goods and services supplied to you, the Cardholder or User.

Unless the law says otherwise, our maximum aggregate Liability in any one calendar year won't exceed the value of the Charges you pay us during that calendar year.

We're not responsible for any claim you, a Cardholder or a User has against a Supplier. No claim by you, a Cardholder or a User against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.

Nothing in the Agreement limits or excludes our Liability in relation to paying refunds in line with the refunds and responsibilities section of the Agreement. The limitations to your Liability for unauthorised transactions won't be affected by any other term of the Agreement.

We won't exclude our Liability for anything the law does not allow us to, such as:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
- our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors.

! **If you close your account or change your Payment Device, you will need to tell anyone else you make regular payments to, otherwise they may not be able to collect your payment.**

If you miss a payment for this reason, we will not be liable for any resulting loss or damage you suffer.

19. Changes to the Agreement

This table sets out how and when we can make changes to the Agreement.

Reason for changing the Agreement	How much notice we'll give you before the changes come into effect
Change in relevant legislation, regulations or codes of practice that apply to us or how we are regulated that prevents us giving you two months' written notice.	As much written notice as reasonably possible.
Changes to the Payment Scheme Exchange Rate.	These changes will take effect immediately without notice on being amended by the Payment Scheme.
A favourable change to any interest rate or charges that apply to you.	We'll make the change immediately without notice, and changes will be shown on the Business Statement.
Amend our Charges, introduce new Charges and/or amend any agreed with you.	At least two months' written notice.
An unfavourable change to any interest rate or charges that apply to you.	
Any other reason, for example we may make changes to: <ul style="list-style-type: none"> comply with changes to the law; rectify errors; improve security; change the scope of the services we provide; or take account of reorganisations within Lloyds Banking Group. 	

20. What you can do if we make a change to the Agreement

If we make a change, your options are set out below in the table.

Type of change	Your options	Next steps
One we can make immediately	Accept the relevant change	We'll assume you are happy with the change unless you decide to end your Agreement.
	End your Agreement	You cannot reject the change but you can end the Agreement if you want to (see "Ending the Agreement").
One we have to tell you about in advance	Accept the relevant change	We'll assume you are happy with the change unless you tell us otherwise.
	Before a change comes into effect you may reject the change.	You must tell us in writing. The Agreement will end the day before the change comes into effect, unless you have specified an earlier date. We won't charge you for ending the Agreement.

21. Removal of a Cardholder

When a Cardholder ceases to be your employee, contractor or agent:

- you must inform us (on the form we provide or through OCMS) within seven Business Days;
- your obligations under the Agreement will continue in full force;
- you must take steps to ensure the Payment Device is recovered and destroyed (if it is a Card, you will need to cut it in two through the chip);
- you remain liable to us for all Transactions including any new ones made before the Payment Device is destroyed;
- if applicable, we may cancel the existing Embedded Payment Solution details and give you new ones; and
- you must ensure that the Cardholder's Embedded Payment Solution details are no longer used with any Supplier.

22. Ending the Agreement

The Agreement will continue until terminated in line with this clause. If you have more than one type of Product, you or we may end one set of Product Conditions without affecting these General Conditions, which will continue in effect until all other Product Conditions have been ended. If you only have one Product and you or we end the Product Conditions in line with the Agreement, the General Conditions will end too. We will only use these termination rights in line with our legal obligations.

Who can end it	Reason for ending the Agreement or any Product Conditions	Notice needed
You	At any time for any reason	One month's notice to us in writing
Us	At any time for any reason	at least 90 days' notice to you in writing, as long as we also give you any other notice that the law says we must give you
	We reasonably suspect fraudulent activity in connection with the Agreement or the Services (or both)	None (unless required by law)
	We reasonably believe that you, a Cardholder or a User is using or has used or is likely to use the Services in connection with any purpose that is a serious crime	You must notify us immediately if you become aware that any of these circumstances have occurred or you believe they will occur
	You, a Cardholder or a User are or may be behaving improperly, and we are required to stop providing the Services to you to meet our legal requirements. This includes being abusive, harassing (including sexually harassing) or threatening to our staff, or including abusive, harassing (including sexual harassing) or threatening messages in payment instructions	
	We are required to do so to comply with legal, fiscal or regulatory changes	
	We find that any information you have given to us at the point of entering into the Agreement (whether in connection with the Agreement or not) is inaccurate in a significant way	
	We are required to terminate this Agreement in order to comply with regulations relating to money laundering or immigration	
	We reasonably believe that if we do not stop the Services or end the Agreement, we will breach a law or regulation or be exposed to action from a government, regulator or other authority or may break a regulatory requirement	
Closure is required by a court order, a direction or decision of a regulator or any other legal or regulatory requirement. If this is the case, we may be required to terminate our entire relationship with you.		

If we end the Agreement, or any Product Conditions, for these reasons, we can demand repayment of the outstanding balance and close all or any Cardholder Accounts, Business Accounts and any other account you hold with us that is relevant to the Agreement.

23. Things you have to do when the Agreement ends

When the Agreement, or any part of it, ends the following things must happen for the part(s) ended:

- (1) if you have Cards, you must make sure all Cards are returned to you and destroyed (cut in two through the chip). You may be required to return the Cards to us;
- (2) you must make sure any use of a Payment Device is stopped;
- (3) your use of the Service must cease with immediate effect. We need not take any further action regarding any instructions received from you even if we received them before the termination date;
- (4) all outstanding amounts will become immediately due and payable;
- (5) your obligations under the Agreement will continue in force until you have paid us all outstanding amounts; and
- (6) you must keep your Payment Account open until all Transactions have been processed and you have paid us all outstanding amounts.

When the Agreement ends we have no further obligations to you.



If you have paid any charges in advance under the Agreement, like an annual fee, we'll refund any unused part of the charge.

24. Your Payment Account

If we do not hold your Payment Account, you authorise us to pass any instructions that may be necessary for the Services to be provided to you and relevant Cardholders to the third-party bank holding your Payment Account. You also confirm that the third-party bank is authorised to accept and act on our instructions.

25. General

We recommend you keep a copy of all the documents that make up the Agreement. If you would like another copy of any of the documents, just ask your relationship manager. You can also find these terms and conditions on our Website.

The Agreement is solely between you and us, with the exception of terms in the Agreement that include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group). No other person will have any rights to enforce any of its terms.

If we:

- do not insist or we delay insisting that you perform any of your obligations under the Agreement; or
- do not enforce or we delay enforcing our rights against you;

that won't mean we have waived our rights against you. You will still need to comply with those obligations. If we decide to waive a breach by you, we'll do so in writing, and that won't mean we automatically waive any later breach by you.

All warranties, conditions and other terms implied by law are excluded from the Agreement to the extent permitted by law.

26. Mistaken payment

If we are told that money has been paid into your Business Account by mistake, we can take from your account an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but will let you know if it happens. We'll act reasonably and try to minimise any inconvenience to you. If we are unable to return funds to the sender, we can give them details about you and your Business Account so they can recover the money from you.

27. Paying more than you owe

When you make payments or transfer funds into your Business Account, you must not pay us more than you owe. If you have a credit balance on your Business Account at any time, we may apply it to recent or future Transactions. We may return any credit balance to the account from which the money has been sent or pay the funds into your Payment Account or another current account you have with us. We do not pay interest on any credit balances.

28. Our service promise

Whenever you deal with us, we aim to provide excellent customer service. If we do not achieve this, please tell us so we have the opportunity to put things right. You can write or speak to your relationship manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.

If you are dissatisfied with the outcome of a complaint you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to do so, please speak to the FOS directly or refer to its website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

29. Notices

You can contact us by post or by delivering notices by hand, in each case addressed to your relationship manager or Lloyds Bank Card Services PO Box 6061, Milton Keynes, MK7 8LE.

Unless the Agreement states that we'll contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by letter, telephone, email, text, statement, statement insert (in each case using the details you gave us on the Business Application or the Cardholder Application (if applicable) or updated details you have given us since then), through a broadcast message on an online service that we provide to you, or by posting a notice on our Website. We will always use a way that we reasonably think is likely to come to your attention and meets legal requirements.

If we are sending a copy of a notice to you, we'll only send one copy even if the Agreement is with two or more of you.

The Agreement is in English and communications and notices between us will be in English.

You must tell us if your contact details change (for example, your address, email address or mobile phone number) by giving us seven days' written notice. If you don't tell us, it won't be our fault if we can't contact you or if we use outdated contact details.

We'll use your contact details and appropriate secure procedures to let you know if we suspect fraud or a security threat, or if there has been a major operational or security incident that may affect you. This may include SMS, online notifications, post, or any other appropriate messaging service.

30. Intellectual property and data protection

You acknowledge that we or our licensors (or both) own all intellectual property rights (whether registered or unregistered) in the Services (but not information uploaded into the Services by you or your affiliates) including any copyright, database rights, trade secrets, trade names and trade marks. You can only use them to the extent necessary for accessing and using the Services. You have no right to grant a sub-licence to any third party.

You grant an irrevocable right to use all information you give, but solely for the purpose of supplying the Services. You must ensure that any person you authorise to access and use the Services permits us to use the information about them for the purpose of supplying the Services.

31. Assignment

Unless we agree in writing, you may not transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person.

We may transfer any of our rights and obligations under the Agreement, or sub-contract any of our obligations, to another person without your consent. You agree that you'll promptly execute all documents that we reasonably require to make a transfer effective.

32. Third party rights

Nothing in the Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

33. Force majeure

You and we won't be responsible if either of us (or our sub-contractors or agents) cannot perform any obligations under the Agreement, or if there is a delay in doing so, due to abnormal and unforeseeable circumstances beyond our control as long as the consequences were unavoidable despite all efforts to the contrary.

Examples Here are some examples of circumstances that may be beyond your or our control: industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or telecommunications networks, or failure of any of our equipment, software, data processing systems or transmission links.

We also won't be responsible if we cannot perform any of our obligations under the Agreement or we are delayed in doing so, because we must act in a certain way for legal or regulatory reasons.

We or a Lloyds Banking Group member may be subject to sanctions or embargoes imposed by the international community including the UK, EU, UN and the USA. We may refuse Transactions or refuse to make any payment if it would result, or in our reasonable opinion is likely to result, in a breach by us or a Lloyds Banking Group member or any of our or their employees of any sanction or embargo whether or not imposed in the UK. We are not liable for any loss, damage, cost or expense for any of the reasons listed in the 'examples' above. We may disclose to the relevant authorities such information regarding any Transaction or payment (or both) as may be required.

34. Severability

Each of the terms in the Agreement operates separately. If any court or relevant authority decides any of the terms is unlawful, the rest will remain in full force and effect. Any unlawful terms will apply with whatever modification is needed to give effect to your and our commercial intentions.

35. Governing law and jurisdiction

The Agreement and any non-contractual obligations that arise out of it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement, including as regards any non-contractual obligations.

However, if you are:

- a company or other incorporated body and your registered office is in Scotland;
- a sole trader and your business operates from Scotland;
- an unincorporated body and your central management and control is exercised from Scotland; or
- a charity based in Scotland,

then the Agreement and any non-contractual obligations that arise out of it are governed by the law of Scotland. The courts of Scotland have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement, including as regards any non-contractual obligations.

36. Use of personal data

You give us your explicit consent (or have obtained the relevant individual's explicit consent) for us to access, process and keep any personal information you give us for the purposes of providing the Services to you. This won't affect any rights you or we have under data protection legislation. You can withdraw your consent by ending the Agreement.

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Corporate Purchasing Card

eOptimise

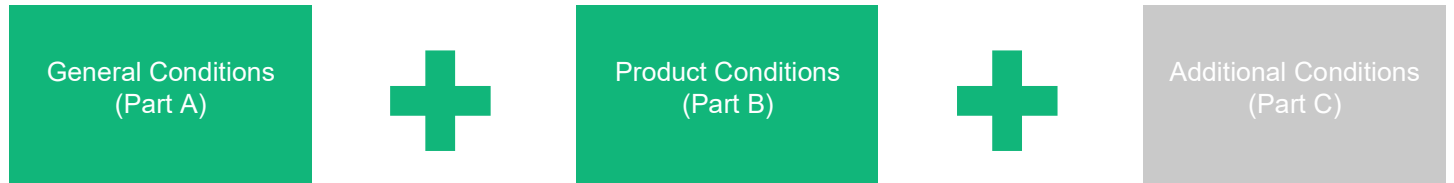
Sterling Account

Part B - Product Conditions

In these terms and conditions, we use headings to make them easier to read. They do not affect how the terms and conditions are interpreted.

Our Agreement with you

We will provide the eOptimise Product that these Product Conditions (Part B) are specific to.



Words that we use in Part B

Sometimes we give specific meanings to words, so we have capitalised them when they are used in the Agreement. We explain those words here or where we use them. Unless we say otherwise in this Agreement, capitalised words given specific meanings in the General Conditions have the same meaning here,

BPSP: An entity registered with the relevant Payment Scheme as a Business Payment Solution Provider that provides a business-to-business payment solution that makes BPSP Payments to Service Providers on your behalf under your separate BPSP Agreement.

BPSP Agreement: the separate agreement between you and a BPSP under which the BPSP is authorised to take payment using a Payment Device provided under this Agreement in order to enable the BPSP to make payment to Service Providers in respect of BPSP Payments.

BPSP Payment: a payment you instruct a BPSP to make to a Service Provider when you have authorised a payment to be made on your behalf on a BPSP platform, which is then made under the terms of the BPSP Agreement.

eOptimise Payment: means any Transaction you make to a BPSP for the purpose of the BPSP making a BPSP Payment.

Minimum Spend: the annual value of Spend of £[X] you need to make (unless otherwise agreed in writing) to avoid an increase to the Fee as defined in Clause 5.2. This will be reviewed by us from time to time.

Payment Requestor: an individual that uploads the payment file to the BPSP platform and / or requests payment to a Service Provider.

Payment Approver: an individual that authorises the payment request on the BPSP platform made by a Payment Requestor.

BPSP Service Fee: means the fee payable by you to the BPSP for BPSP Payments as set out in and in accordance with the BPSP Agreement.

Service Provider: has the meaning given to it in clause 2.1 of this Part B.

Spend: all eOptimise Payments made during any given period, excluding those that are subject to a chargeback or refund, or are otherwise invalidated.

1. Different definitions

1.1 For eOptimise, in both Part A and Part B, the following applies instead of the definition given in Part A:

- 1) **User** means any Payment Requestor, Payment Approver or any individual that you authorise to use OCMS.

2. eOptimise and BPSP

2.1 The Services offered to you by us are for the provision and use of eOptimise. eOptimise is a corporate card solution which provides you with Virtual Cards that can only be used to make eOptimise Payments. These are card payments to a BPSP. The BPSP will then use the funds they receive from the card payment to arrange to make a separate BPSP Payment to a Service Provider on your behalf. A "Service Provider" means suppliers that have given you an invoice and who may not be able to accept card payment directly. The payment the BPSP makes on your behalf to a Service Provider is governed by the separate BPSP Agreement you have with the BPSP.

2.2 The BPSP is responsible for making BPSP Payments and BPSP Payments are governed by the BPSP Agreement. We do not execute and are not responsible for any BPSP Payments and have no liability with respect to them. We are only liable in respect of the eOptimise Payment made to the BPSP, as set out in the Agreement.

2.3 In order to use the Services:

- 1) you must obtain our approval for any BPSP you wish to make eOptimise Payments to;
- 2) you must enter into and maintain a valid BPSP Agreement with the applicable BPSP before making any eOptimise Payments to that BPSP; and
- 3) the BPSP must be validly registered as a Business Payment Solution Provider with the relevant Payment Scheme.

3. Additional obligations

- 1) you only use the Services to make eOptimise Payments to a BPSP;
- 2) you comply with your obligations under the BPSP Agreement to enable a BPSP to make BPSP Payments;
- 3) the Programme Administrator provides a Website link to the Conditions of Use to all Cardholders and Users, and notifies them every time the Conditions of Use are updated;
- 4) all Programme Administrators, Cardholders, and Users comply with the Conditions of Use at all times;
- 5) no Programme Administrator, Cardholder or User is on any list of asset-freeze targets published by the UN, the EU or the UK, or maintained by HM Treasury;
- 6) you and the Programme Administrator should ensure that you remain within each Cardholder Limit ; and
- 7) any changes to the Programme Administrators are notified in writing to us by an authorised signatory.

3.2 You must ensure that you and all Programme Administrators, Cardholders, and Users:

- 4) use any Payment Devices and security details in line with the Conditions of Use, and any security procedures and instructions we provide, and keep them safe;
- 5) do not give or disclose details relating to any Cardholder Account, Business Account, Payment Device or security details to anyone else or allow anyone else to use them;
- 6) store all information relating to any Cardholder Account, Business Account, Payment Device or security details safely and dispose of any information securely and permanently;
- 7) do not choose any security details that are easy for someone else to guess;
- 8) protect any security details by (a) memorising them and destroying the written notification containing them as soon as possible; and (b) not writing them down in a recognisable way or keeping them with a Payment Device or other financial documents; and
- 9) inform us as soon as possible if a Business Statement, Cardholder Statement or any other financial information expected from us is not received.

4. Security

- 4.1 You may use OCMS to access information about eOptimise Payments. Information about BPSP Payments is made available by the BPSP and will not be available in OCMS. You should refer to your BPSP Agreement for details of how to access information about BPSP Payments.
- 4.2 We may issue users of OCMS with additional security details. Where we do this, we will send details to the Programme Administrator for distribution or directly to users of OCMS, together with any additional terms and conditions that apply.
- 4.3 You must ensure that each user of OCMS use any additional security details or complies with any additional security measures issued or required by us under this Agreement.

5. Making an eOptimise Payment

- 5.1 The BPSP will make the BPSP Payment you want to make to a Service Provider in accordance with the procedures set out in the BPSP Agreement.
- 5.2 The BPSP will charge you a BPSP Service Fee to make a BPSP Payment. Part of the BPSP Service Fee is payable by the BPSP to us (our "Fee") and we may increase the Fee, at any time, if you do not meet the Minimum Spend. We may also decrease the Fee if you exceed the Minimum Spend. If we change the Fee, the BPSP may change the BPSP Service Fee to reflect this and will notify you of any change to the BPSP Service Fee in accordance with the BPSP Agreement. Nothing in this Clause affects any other right we have to change the Fee or any right the BPSP has to change the BPSP Service Fee.
- 5.3 You will set up with the BPSP those authorised to submit details of BPSP Payments on the BPSP platform. These authorised persons will be Payment Requestors or Payment Approvers. When both the Payment Requestor and Payment Approver follow the procedures directed by the BPSP to validly make a BPSP Payment under the BPSP Agreement, it will also make the eOptimise Payment under this Agreement. When we authorise an eOptimise Payment, it will immediately reduce the available funds in the relevant Cardholder Limit and the Scheme Limit.
- 5.4 Once the eOptimise Payment has been made, the BPSP is responsible for executing the subsequent BPSP Payment to the Service Provider in accordance with the BPSP Agreement. You should refer to your BPSP Agreement for further information about how the BPSP will make BPSP Payments to Service Providers.
- 5.5 You or a Cardholder will usually find out if we have refused to make an eOptimise Payment by notification from the BPSP. However, the BPSP may be unable to immediately tell you if we have refused to make an eOptimise Payment. If you are concerned about an eOptimise Payment to a BPSP, you should contact us. If the eOptimise Payment has been correctly made by us to the BPSP, you must contact the BPSP if you are concerned about the BPSP Payment being made to the Service Provider as the BPSP Payment is the responsibility of the BPSP.
- 5.6 You will find out if a BPSP has refused to make a BPSP Payment by notification from the BPSP. You should refer to your BPSP Agreement for further information about when a BPSP may refuse to make a BPSP Payment and how you will find out about this. Any other issues or complaints related to the BPSP or the BPSP Payment should be directed to the BPSP.

6. Cancelling eOptimise Payments

- 6.1 If you want to cancel an eOptimise Payment scheduled for a future date or a series of recurring eOptimise Payments then you must tell the BPSP. Telling the Service Provider that you are cancelling the payment will not stop the eOptimise Payment being made. You should refer to your BPSP Agreement for further information about how to cancel an eOptimise Payment.

7. Withdrawal

- 7.1 The Chargeback provisions set out in Part A apply to eOptimise Payments but not to BPSP Payments.
- 7.2 You acknowledge that eOptimise Payments must only be made to the BPSP and that the BPSP separately makes a BPSP Payment on your behalf to a Service Provider. We may be able to pursue a Chargeback remedy under the Payment Scheme's rules in respect of the service provided to you by the BPSP. However, we will not be able to pursue any remedies under the Payment Scheme's rules in relation to any services provided by the Service Provider.

8. Payment Services Regulations

- 8.1 If you are not a Micro-Enterprise or Charity, you agree that Regulations 48 and 50 of the Payment Services Regulations do not apply to you. This gives us more flexibility in how information about the Services or changes to that information are communicated to you. Please also refer to the BPSP and/or the BPSP Agreement for further information.