

Agreement

**in respect of the Royal Bank of Scotland
Virtual Pay (“Virtual Pay”) Facility**

**The Royal Bank of Scotland plc and the
Business**



**Royal Bank
of Scotland**

Tomorrow begins today

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This Agreement is made on the date the online application form was completed.

Between:

1. **The Royal Bank of Scotland plc**, a company incorporated in Scotland under number 83026 whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB (the “**Bank**”); and
2. **The Business**

It is hereby agreed as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement, unless and to the extent the context otherwise requires:

Acceptance means acceptance by the Business that the Virtual Pay Facility as provided for in clauses 5.5, 5.6(c), 5.7 and 5.8 in respect of the Standalone Virtual Pay Facility and clauses 5.14, 5.15(b), 5.17 and 5.18 in respect of the Integrated Virtual Pay Facility;

Acceptance Criteria means the acceptance criteria agreed by the Bank and the Business to demonstrate that the Integrated Virtual Pay Facility performs substantially in accordance with the Integrated Specification;

Acceptance Test Date means, in respect of the Integrated Virtual Pay Facility, the date on which it is agreed that the acceptance tests for the Integrated Virtual Pay Facility will take place;

Agreement means this agreement;

Ancillary Charges means the ancillary charges listed in schedule 2 (as varied from time to time pursuant to this Agreement) and such other ancillary charges as the Bank notifies to the Business from time to time;

Authority means any local, national, multinational, governmental or non-governmental authority, statutory undertaking or public or regulatory body or body corporate (whether present or future and including the Financial Conduct Authority and the Prudential Regulation Authority, Banking Code Standards Board, Advertising Standards Authority, the Office of the Information Commissioner, the Office of Fair Trading and the EU Commission) which has any jurisdiction, control or influence over the obligations of either party or the performance thereof or any decision, consent or licence which is required in order for the parties to fulfil their obligations in accordance with this Agreement;

Authorised User means a person authorised by the Business to use the Virtual Pay Facility from time to time, including the Programme Administrator;

Business Application Form means Application Form 1 which the Business has submitted to the Bank in respect of its application for the provision of the Virtual Pay Facility and which has been processed by the Bank;

Business Day means a day (other than a Saturday, Sunday or a national holiday) when the Bank is ordinarily open for business in the city of London;

Charges means the Ancillary Charges, Implementation Charge, Late Payment Charge, Minimum Volume Charge, SDOL Charge, and all other monthly service fees, late payment charges, fees in connection with Transactions, foreign exchange fees and other charges as are communicated by the Bank to the Business from time to time;

Charges Variation means a variation to all or any of the Charges and/or Late Payment Interest rate pursuant to this Agreement;

Commencement Date means the date of signature of this Agreement;

Control means the power of a person (or persons) to secure that the affairs of the Business (and/ or its holding company) are conducted in accordance with the wishes of that person (or persons) either by means of the holding of shares, or the possession of voting power, in or in relation to, that Business (or any other entity) or by means of any powers conferred by the constitutional, corporate or other documents regulating that Business (or any other entity) and a “change of Control” occurs if a person who Controls (defined accordingly) the Business ceases to do so or if another person

acquires Control (as defined) of it;

Credit Limit means the credit limit set out in the Business Application Form or such other credit limit as the Bank notifies to the Business from time to time;

Dispute Resolution Procedure means the dispute resolution procedure set out in clause 23;

Documentation means the documentation (in whatever medium) concerning the Virtual Pay Facility which the Bank delivers to the Business from time to time;

Expedited Dispute Resolution Procedure means the expedited dispute resolution procedure set out in clause 24;

First Purchase Date means, in relation to the Standalone Virtual Pay Facility, the date which the Bank advises the Business that the Business shall be permitted to undertake its first Purchase using the Standalone Virtual Pay Facility;

Group means the party and every company or entity which is from time to time a subsidiary or holding company of the party or a subsidiary of such holding company (and the terms “subsidiary” and “holding company” shall have the meanings given to them by sections 736 and 736A of the Companies Act 1985 as amended by the Companies Act 2006);

Implementation Charge means the initial implementation charge set out in schedule 2 (as varied from time to time pursuant to this Agreement);

Integrated Virtual Pay Facility means the integrated Virtual Pay Facility which permits certain of the Business’ IT systems, or third party IT systems engaged by the Business, to integrate directly with the Virtual Pay System to request Virtual Card Numbers and otherwise use the Virtual Pay Facility;

Integrated Specification means a specification for the Integrated Virtual Pay Facility which is agreed between the parties and included within the Project Plan;

Intellectual Property means all rights in inventions, patents, design rights, copyrights, trade marks, trade names, internet domain names, email addresses, database rights, trade secrets, know-how, in each case, whether registered (including any applications for registration) or unregistered, and any other intellectual property right whatsoever and wherever enforceable;

Interchange Fee means the interchange fee paid to the Bank for transaction-related costs each time a Virtual Card Number is used in respect of a Transaction;

Late Payment Charge means the late payment charge set out in schedule 2 (as varied from time to time pursuant to this Agreement);

Late Payment Interest means late payment interest charged at the Late Payment Interest rate set out in schedule 2 (or such other rate as the Bank notifies to the Business from time to time);

Maintenance Request means any communication through the SDOL System which is received by, or on behalf of, the Bank;

Management Information means Virtual Pay Account transaction data provided, in electronic format, to the Business by the Bank through such agent of the Bank as it appoints from time to time;

Minimum Volume means the minimum volume of Purchases to be made during each Year as set out in schedule 3;

Minimum Volume Charge means the minimum volume charge set out in schedule 2 (as varied from time to time pursuant to this Agreement);

Mobile Wallet means a digital way to store credit cards (including a Virtual Card Number) so that contactless transactions can be made using a mobile device. Examples of mobile wallets include Google Pay™ and Apple Pay®;

Modification means a modification, variation, upgrade or other change to the whole or any part of the Virtual Pay Facility and/or the SDOL Facility;

Password means the password for the relevant Virtual Pay User for use in accessing the Virtual Pay Facility;

Payment Due Date means the Statement Date plus the grace period you requested in your Business Application Form or such other period we may notify to you in accordance with condition 17.1;

Planned Outage means the Bank’s planned unavailability of the Virtual Pay Facility for maintenance or other reasons;

Processing Services Agreement means the processing services agreement between the Processor and the Bank pursuant to which the Processor agrees to provide to the Bank and its customers certain

services in respect of the Virtual Pay Facility;

Processor means the third party provider responsible for making certain elements of the Virtual Pay Facility available to the Bank from time to time;

Programme Administrator means the Authorised User appointed by the Business on the Business Application Form to be the administrator for the Virtual Pay Facility, or such other person as the Business notifies in writing to the Bank from time to time;

Project Plan means the project plan agreed by the parties pursuant to clause 5.10 for use in connection with the configuration, implementation and testing of the Integrated Virtual Pay Facility;

Purchases means the use of the Virtual Pay Facility to purchase goods and/or services from time to time by mail order, over the telephone, by a contactless payment and/or over the internet and/or as otherwise agreed in writing by the Bank;

Real Card Number means the real card number for the Virtual Pay Account against which Charges will be credited;

Regulations means any law, legislation, instrument, rule, standard, order, regulation, directive, by-law or decision which applies to, concerns or otherwise affects either party's obligations under this Agreement as the same may be amended or varied from time to time including, without prejudice to the foregoing, any Data Protection Legislation;

SDOL Charge means the Smart Data OnLine (SDOL) charge set out in schedule 2 (as varied from time to time pursuant to this Agreement) for the provision of the SDOL Facility;

SDOL Documentation means any documentation from time to time provided by the Bank or otherwise available on request (including any business guides and maintenance guides) which describes the SDOL Facility;

SDOL Facility means the SDOL Services and SDOL System and/or any alternative management information facility which the Bank makes available to the Business from time to time pursuant to this Agreement;

SDOL Services means the provision of Management Information via (or initiated via) the SDOL System from time to time, as further described in the SDOL Documentation;

SDOL System means the Smart Data OnLine system (as amended from time to time) as further described in the SDOL Documentation and/or any alternative management information system that the Bank makes available to the Business from time to time;

Sector Specific Changes means changes to any Regulations and/or changes to any of the requirements of an Authority having authority over the business of the Business, which (in each case) are specific to the sector in which the Business operates;

Standalone Virtual Pay Facility means the standalone Virtual Pay Facility which permits the Business to access the Virtual Pay System to request Virtual Card Numbers and use the Virtual Pay Facility.

Statement means a statement from the Bank which sets out the payments due for Transactions, Charges and Late Payment Interest;

Statement Date means the date of the relevant Statement;

Term means the term of the Agreement as provided for in clause 17.1;

Transaction means any transaction, including a Purchase, from time to time made utilising the Virtual Pay Facility (whether or not permitted under the Agreement);

Unplanned Outage means a period of unavailability of the Virtual Pay Facility (other than a Planned Outage) where such unavailability is within the control of the Bank or its sub-contractors. An "Unplanned Outage" expressly excludes any unavailability of the Virtual Pay Facility which occurs due to the act or omission of the Business and/or any Virtual Pay User and/or due to the unavailability of, or any error or problem or other fault within, the IT systems or IT network of the Business;

User ID means the individual user ID issued to a Virtual Pay User for use in accessing the Virtual Pay Facility;

Virtual Card Number means the virtual card number created by the Virtual Pay Facility for use in respect of a Transaction;

Virtual Pay Account means the Royal Bank of Scotland Virtual Pay account which the Bank opens and maintains for the Business pursuant to the provision of the Virtual Pay Services and which shall have the Virtual Pay Account Number;

Virtual Pay Account Number(s) – This is a unique reference number assigned to your Virtual Pay account, it will be shown on your monthly statements;

Virtual Pay Facility means the Virtual Pay System and the Virtual Pay Services and the arrangement for the use of the Virtual Pay Account in connection with the Virtual Pay System and the Virtual Pay Services, as may be modified from time to time pursuant to this Agreement, whether the Virtual Pay Facility is an Integrated Virtual Pay Facility or a Standalone Virtual Pay Facility as determined pursuant to clause 5.1;

Virtual Pay Facility Link means the URL address from which the Virtual Pay Facility is accessible;

Virtual Pay Helpdesk means the Royal Bank of Scotland Virtual Pay™ helpdesk for the Business' use of the Virtual Pay Facility being telephone number **0370 010 1152** (Relay UK **18001 0370 010 1152**);

Virtual Pay Services means the Royal Bank of Scotland Virtual Pay™ processing services more fully described in schedule 1, part B as may be modified from time to time pursuant to this Agreement;

Virtual Pay System means the Royal Bank of Scotland Virtual Pay™ system more fully described in schedule 1, part A as may be modified from time to time pursuant to this Agreement;

Virtual Pay Users means all and any persons using the Virtual Pay Facility from time to time;

Year means a year of this Agreement, Year 1 beginning on the Commencement Date and each subsequent Year commencing on each subsequent anniversary of the Commencement Date.

1.2 The Business can request a copy of this Agreement at any time during its Term.

1.3 In this Agreement:

- (a) the terms “Personal Data”, “Data Subject”, “Data Controller” and “Data Processor” have the meanings given under the General Data Protection Regulation;
- (b) the schedules attached to this Agreement shall be deemed to form part of this Agreement. Any references to schedules and clauses are (unless expressly stated otherwise) references to schedules and clauses in and to this Agreement;
- (c) headings are for reference only and shall not affect the interpretation of the clauses to which they relate;
- (d) reference to any statute or statutory provision, code of practice or other Regulation shall include any statute or statutory provision, code of practice or other Regulation which amends or replaces it or has amended or replaced it and shall include any subordinate legislation made under a relevant statute;
- (e) unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (f) any reference to a person in this Agreement includes natural persons, partnerships, unincorporated associations, trusts, trade unions, incorporated bodies, statutory bodies, local government bodies and public authorities and any other entity capable of legal personality;
- (g) if there is any conflict between the terms of the main body of this Agreement and those contained in any schedule to this Agreement and/or document referred to herein, the terms of the main body of this Agreement shall prevail to the extent of that conflict; and
- (h) use of the words “include”, “includes”, “including” and “included” will be construed without limitation unless expressly stated to the contrary that the clauses and/or instances listed and/or described therein are exhaustive.

2 Virtual Pay Facility

- 2.1 The provision of the Virtual Pay Facility and Documentation to the Business shall be conditional upon:
- (a) the Business' execution and thereafter compliance with the Agreement;
 - (b) Acceptance of the Virtual Pay Facility; and
 - (c) the Virtual Pay Facility only being used for business purposes.
- 2.2 Subject to the conditions being met pursuant to clause 21 and to this Agreement, the Bank will:
- (a) on or before Acceptance open a Virtual Pay Account which will bear the name of the Business and is for the use of Authorised Users only by using the Virtual Pay Facility in accordance with this Agreement; and
 - (b) for the remainder of the Term following Acceptance, use its reasonable endeavours to make the Virtual Pay Facility available to Relevant Persons on and subject to the Agreement.
- 2.3 The Business authorises the Bank to make available the Virtual Pay Facility (including the Real Card and Virtual Card Numbers) to Authorised Users and Virtual Pay Users and authorises each Virtual Pay User and Authorised User to use the Virtual Pay Facility and authorise transactions on the Business' behalf.
- 2.4 Subject to 2.5, the Bank reserves the right at all times without notice and without affecting the obligations of the Business under this Agreement, which shall remain in full force, to cancel or suspend the right of any person to access or use the whole or any part of the Virtual Pay Facility.
- 2.5 The Bank reserves the right at all times without notice and without affecting the obligations of the Business under this Agreement, which shall remain in full force, to cancel, restrict or suspend the right of any person to access or use the whole or any part of the Virtual Pay Facility for the purposes of carrying out a Transaction on reasonable grounds relating to:
- (a) the security of the Virtual Pay Account;
 - (b) the suspected unauthorised or fraudulent use of the Virtual Pay Account;
 - (c) if there is a change in the Business' financial circumstances giving the Bank reasonable grounds for believing there to be a significantly increased risk that the Business will have difficulty paying the Bank including in the circumstances set out in 9.3(a)-9.3(j).
- 2.6 Prior notice will be given to the Business by the Bank unless it is unable to do so or it would be illegal or would compromise security on the Virtual Pay Account, in which case it will inform the Business immediately afterwards. The Bank may at any time refuse to authorise a Transaction for any of the following reasons:
- (a) any of the reasons set out in clause 2.5;
 - (b) if there is insufficient Credit Limit available on the Account to cover the amount of the Transaction;
 - (c) in the event of any Planned or Unplanned Outage, systems or software failures or errors;
 - (d) the Bank considers the transaction to be potentially suspicious or illegal, for example if the Bank suspects fraud or the identity of the person using the Virtual Pay System;
 - (e) errors, failures or refusals by merchants, payment processors or payment schemes processing card transactions;
 - (f) if the Business has requested some form of restriction to be placed on the Virtual Pay Account or on Transactions.
 - (g) the merchant involved falls with a category that we have determined poses a high risk of not providing the goods or services you are expecting, or we determine that the transaction falls within a category that poses a high risk of financial loss to your customers.
- 2.7 If the Bank refuses a Transaction, the Customer or Cardholder can obtain information about the refusal (unless it would be unlawful for the Bank to provide this information) and if possible, the Bank's reasons for refusing to authorise the Transaction and the procedure for correcting any factual mistakes (if any) that led to the refusal, by telephoning **0370 6000 459** (Mon-Fri 8am-6pm; Sat 9am-1pm) (Relay UK **18001 0370 6000 459**). Calls to telephone banking services may be recorded. Depending on the nature of the Transaction being made the Bank may also provide the

information orally at the point of transaction or online.

- 2.8 The Bank shall use its reasonable endeavours to send communication to the Business in advance of any Planned Outage and promptly after becoming aware of any ongoing or material Unplanned Outage occurring during the Bank's standard working hours. The Business acknowledges that the Virtual Pay Facility includes an internet-based system and it may be subject to Unplanned Outages in respect of which it is not feasible or reasonably possible for the Bank to give advance communication to the Business.
- 2.9 Should the Business become aware that the Virtual Pay Facility is unavailable due to an Unplanned Outage and the Business has not received a communication in respect thereof from the Bank, the Business shall promptly report the same to the Virtual Pay Helpdesk together with details of the unavailability.
On receipt of such a report, the Bank shall investigate the unavailability and, provided that it is an Unplanned Outage, shall use its reasonable endeavours during the Bank's standard working hours to ensure that the Virtual Pay Facility is made available as soon as reasonably practicable thereafter.
- 2.10 Should the Business become aware of an error or other fault with the Virtual Pay Facility and the Business has not received a communication in respect thereof from the Bank, the Business shall promptly report the same to the Virtual Pay Helpdesk together with details of the error or fault.
On receipt of such a report, the Bank shall investigate the error, problem or fault and, provided that it has not occurred due to the act or omission of the Business (or any person acting with the authority of, or under the control of, the Business) and/or is not a result of any error or other fault with the Business' IT systems and/or network or third party IT systems engaged by the Business, the Bank shall use its reasonable endeavours during the Bank's standard working hours to ensure that the error or fault with the Virtual Pay Facility is remedied as soon as reasonably practicable thereafter.
- 2.11 The Bank may from time to time make available Documentation to the Business. The Bank shall not be liable in respect of any losses, liabilities, damages claims, costs (including legal fees) or expenses that the Business suffers or incurs due to relying on any statement within the Documentation, unless the same arise due to fraudulent misrepresentation by, or wilful negligence of, the Bank.

3 Use of the Virtual Pay Facility

- 3.1 The Business shall co-operate with the Bank and shall promptly provide to the Bank on request all such instructions, information and data pertaining to the Business, to the Virtual Pay Users and to such other matters which are reasonably necessary to enable the Bank to perform its obligations under the Agreement.
- 3.2 Each party shall in all material respects comply with all applicable Regulations relating to its performance of this Agreement. If the Business becomes aware of any Sector Specific Changes, and the Business has reason to believe that such Sector Specific Changes will require a Modification, it shall as soon as reasonably practicable notify the Bank of the same. Any Modifications required by the Business shall be subject to the provisions of clause 6.
- 3.3 The Business undertakes to the Bank that it will:
- (a) use the Virtual Pay Facility in accordance with the Agreement and for lawful purposes only;
 - (b) only use the Virtual Pay Account for Purchases in accordance with this Agreement and for no other purposes;
 - (c) keep the nature and the amount of the Charges confidential and not disclose them to any third party without the prior written consent of the Bank (unless these are publicly available information);
 - (d) ensure that the Programme Administrator has all appropriate and necessary skills to undertake the role of the Programme Administrator as required by the Bank from time to time;
 - (e) without prejudice to clause 2.3, maintain an accurate list of Authorised Users on the Virtual Pay System, deactivate a person from being an Authorised User on the Virtual Pay System immediately on such person ceasing to have such authority and notify the Bank immediately of such deactivation;
 - (f) use its reasonable endeavours to deactivate a person from being an Authorised User when such person ceases to have the authority to be an Authorised Person but if the Business cannot complete

such deactivation, notify the Bank and request that the Bank undertakes such deactivation;

- (g) notify the Bank immediately if the Business or any part of it is, or is likely to be, subject to a change of Control and/or if the Business is to undergo a change in its legal entity and/or the address of the Business changes;
- (h) without prejudice to any other term of this Agreement, promptly and without delay:
 - (i) following receipt of the same by the Business, provide to the Bank all complaints that it receives concerning the Virtual Pay Facility;
 - (ii) and in any event within 2 Business Days following receipt of the same, provide to the Bank all such notices, correspondence and information received by the Business in respect of which the Bank (acting reasonably) would expect to receive notice;
 - (iii) take all steps and do all things that the Bank may, from time to time, request in writing to ensure that the Bank complies with, and continues to comply with, the Regulations, in supplying the Virtual Pay Facility and complying with its obligations under this Agreement; and
- (i) meet all expenditure, charges and interest incurred through the use of all Real Card Numbers, Virtual Card Numbers or Virtual Pay Account Numbers (unless a refund is lawfully due) including where a Real Card Number, Virtual Card Number or a Virtual Pay Account number continues to be used by a Virtual Pay User or an Authorised User after the bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or a Virtual Pay User or Authorised User uses the Real Card Number, Virtual Card Number or Virtual Pay Account Number in breach of their obligations to the Business.
- (j) make sure Account details are put into and only used through merchant booking tools which offer appropriate security in accordance with payment card industry - data security standards and appropriate protection for data in accordance with the general data protection regulation.

3.4 The Business shall procure that only Authorised Users use the Virtual Pay Facility and agrees that:

- (a) the Bank will deal with that person as if he or she were the Business for the purposes of this Agreement. This means that the checks it will carry out to make sure that instructions are genuine will be checks relating to that individual only and, where relevant, the Bank will require the use of security features that are personal to him or her. The Authorised Users must comply with the obligations under this Agreement as if they were the Business.
- (b) in the event that the Business have any right, claim or action against any Authorised Users arising from their use of the Virtual Pay Account, the Business shall pursue such right, claim or action independently of, and without recourse to, the Bank. The Business will fully indemnify and defend the Bank against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this Agreement by any Authorised User nominated by the Business or any unlawful use of the Virtual Pay Account and services with the Bank by the Authorised User. This provision shall not apply to the extent that the Authorised User's use of the Virtual Pay accounts, or breach, is a result of, or made possible by, the Bank breaking this Agreement.

3.5 A Transaction will be regarded as authorised by the Business where the Business, an Authorised User or a Virtual Pay User:

- (a) authorised the Transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
 - (i) entering the Real Card Number, Virtual Card Number, Virtual Pay Account Number, Password, PIN or any other security code;
 - (ii) signing a sales voucher; and
 - (iii) providing the Real Card Number, Virtual Card Number, Virtual Pay Account Number and/or any other details requested.

The authorisation of a Transaction can include authorising any single Transaction, a series of recurring Transactions (including Transactions for an indefinite period), or pre-authorising a future Transaction of a certain or uncertain amount.

- (b) orally or in writing provides the Real Card Number, Virtual Card Number and/or Virtual Pay Account Number to the Bank or the Bank's representative and requests a Transaction from the Virtual Pay Account.

- 3.6 In the event that a Transaction has not been authorised, the Business, an Authorised User or a Virtual Pay User may authorise a Transaction after it has been made by providing consent to the transaction orally or in writing.
- 3.7 Authorisation for a Transaction may not be withdrawn (or revoked) by the Business, an Authorised User or a Virtual Pay User after the time it is received. However, the following Transactions may be withdrawn at a later date as follows if the Business, an Authorised User or a Virtual Pay User gives notice to the supplier (providing a copy of any notice to the Bank):
- (a) any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
 - (b) recurring Transactions may be withdrawn if they are to occur after the date of withdrawal.
- 3.8 If a Transaction is authorised by the Bank, that transaction will immediately reduce the total amount that can be drawn within the relevant Credit Limit. Funds to cover authorised transactions received by the Bank will be paid over to the merchant acquirer by the next business day following receipt by the Bank of the instruction to make payment and it may take an additional day if authorised using a paper based authorisation process.
- 3.9 A Transaction (the payment order) will be received as follows:
- (a) for Purchases at the time the Bank receives the Transaction instruction from the merchant acquirer;
 - (b) for any Transaction communicated directly to the Bank, at the time you ask the Bank to complete the Transaction. If a Transaction is received after 6pm, the Transaction instruction or request will be deemed to have been received by the Bank on the following business day. The receiving bank account is usually credited on the day that the Virtual Pay Account is debited (and in any event within 1 day following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process). If it is not possible to send a payment by the Faster Payments Service, the Business may be given the option to make payment via an alternative payment method if available (e.g. CHAPS). Any applicable charges will be notified to you.
- 3.10 The Business shall procure that the Virtual Pay Users will:
- (a) use the Virtual Pay Facility in accordance with this Agreement and for lawful purposes only;
 - (b) use the Virtual Pay Facility only as the agent of the Business and within the authority granted by the Business and only to undertake Purchases for business purposes only and in accordance with this Agreement;
 - (c) never record the Password in a way that might be recognised by someone else;
 - (d) keep their chosen Password safe and take all reasonable precautions to prevent it becoming known to an unauthorised person and prevent its fraudulent use;
 - (e) not disclose any of the security or confidential details of the Virtual Pay Facility (including the Real Card Number, any Virtual Card Number and/or Password) to any unauthorised third party except for the purpose of a Purchase in connection with the proper use of the Virtual Pay Facility in accordance with this Agreement or for notifying the Bank of the possible misuse of the Virtual Pay Facility;
 - (f) be properly trained in the use of the Virtual Pay Facility, including in respect of the proper use of the Virtual Card Numbers;
 - (g) not use the Virtual Pay Facility before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to the Business either by the Bank, or its agent;
 - (h) not use the Virtual Pay Facility for personal purposes or for illegal purposes.
- 3.11 The Business agrees that it shall only use, and it shall procure that the Virtual Pay Users only use, the Virtual Pay Facility, including the Virtual Card Numbers, for Purchases by mail order, over the telephone and/or over the internet and, where a Virtual Card Number has been provisioned to a Mobile Wallet for contactless transactions, face-to-face purchases.
- 3.12 All Transactions will be charged to the Virtual Pay Account. The Bank shall provide or make available (as agreed) to the Business a monthly Statement showing:
- (a) information relating to each Transaction which will enable it to be identified (including where

- appropriate, information relating to the payee);
 - (b) the amount of the Transaction shown in the currency in which the Transaction was paid or debited to the account;
 - (c) the amount of charges for the transaction and where applicable, a breakdown of the amounts of such charges and the interest payable;
 - (d) any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made;
 - (e) the date the transaction is authorised and posted on to the Virtual Pay Account;
 - (f) paid relevant Transactions, and all Charges and/or Late Payment Interest incurred.
- 3.13 Statements will be provided either by post, by electronic means or by making the information available on the Business' secure webpages. No Statement will be provided if there is a nil balance and there have been no entries since the last Statement.
- 3.14 The Business shall check each Statement carefully and contact the Bank immediately without undue delay (and within a maximum of 13 months after the date the transaction is debited to the Account) where the Business suspects the Virtual Pay Account has been misused or where a payment has been wrongly executed or is late.
- 3.15 The Business may be entitled to claim a refund in relation to Transactions where:
 - (a) the Transaction was not authorised under this Agreement;
 - (b) the Bank is responsible for a Transaction which was incorrectly executed and the Business, Authorised User or a Virtual Pay User notified the Bank in accordance with clause 13.
- 3.16 The Bank shall not be liable to the Business in respect of any losses, liabilities, damages, claims, costs (including legal fees) or expenses that the Business suffers or incurs due to the Business failing to use the Virtual Pay Facility in accordance with the Bank's instructions from time to time.
- 3.17 If a payment is authorised where the amount that is to be paid is not known, the Authorised User or a Virtual Pay User should be asked to confirm the exact amount that will be blocked on the Virtual Pay Account. If the exact amount that can be blocked has been agreed, the Bank will reduce the available funds and that amount will not be available to use on the Virtual Pay Account. Once the Bank becomes aware of the amount of the transaction, it will release the blocked funds and restore the available funds. Please note that payment is made using a different card or payment method; the Bank will not know that payment has been made and it may take longer to restore the available funds, but the blocked funds will usually be released after 7 days.
- 3.18 If the Bank suspects or becomes aware that the Business's account may be subject to fraud or security threats, the Bank will contact the Business using the most recent details the Bank holds on record for the Business. This may include the Business or Business contact's mobile phone number, landline number, postal address or email address.

4 Smart Data OnLine (SDOL) Facility, Maintenance Requests and third party providers

- 4.1 The Bank will use reasonable efforts to make the SDOL Facility available to the Business in accordance with the Agreement.
- 4.2 The Business shall:
 - (a) only use the information and material that it obtains from the SDOL Facility for lawful business purposes; and
 - (b) ensure that the Business and all other persons only use the SDOL Facility in accordance with the Agreement.
- 4.3 The Bank shall make reasonable efforts to ensure that any information or data supplied to the Business via the SDOL Facility accurately reflects the information received from a third party. As such information is collected from various sources (including from third parties), the Bank does not warrant that the information is accurate, sufficient or error-free, or that the information on the Bank's system is current and up-to-date at the time it is accessed.
- 4.4 The Bank may treat all apparently valid Maintenance Requests it receives as instructions properly

authorised by the Business, even if a Maintenance Request was in fact not so authorised, was made fraudulently or conflicts with any other instructions or mandates given by the Business. The Bank shall be under no obligation to check the authenticity of Maintenance Requests or the authority of the person or persons giving them.

- 4.5 The Business shall ensure that all Maintenance Requests:
- (a) are appropriately and fully authorised by the Business;
 - (b) are accurate and complete;
 - (c) will achieve the Business' intended purpose; and are transmitted correctly to and received by the SDOL Facility (as set out in the SDOL Documentation).
- 4.6 Without prejudice to clause 4.5:
- (a) the Bank will use reasonable efforts to despatch a message acknowledging receipt of a Maintenance Request within a reasonable period of receipt by the Bank of such Maintenance Request; and
 - (b) the Business must notify the Bank if it does not receive an acknowledgment in relation to any Maintenance Request transmitted by the Business or if the Business receives an unexpected acknowledgment. The Business is responsible for checking the SDOL System to monitor the status of Maintenance Requests.
- 4.7 The Bank will use reasonable efforts to process any Maintenance Requests it receives in accordance with its normal processing timescales, save that the Bank may delay such processing where it reasonably believes:
- (a) without prejudice to clause 4.4, the Maintenance Request has not been properly authorised by the Business; or
 - (b) any other breach of security has occurred in relation to the Maintenance Request and/or the SDOL Facility.
- And in that event, the Bank will use reasonable efforts to inform the Business as soon as is reasonably possible.
- 4.8 In the event that the Business requests the Bank to cancel or modify any Maintenance Request for whatever reason, the Bank will use its reasonable endeavours to comply with such request. However, the Bank is not liable for any failure to cancel or modify the Maintenance Request if processing has already commenced, or if the Bank is otherwise unable reasonably to comply with the Business' request.
- 4.9 From time to time the Bank may suspend the whole or any part of the SDOL Facility:
- (a) for reasonable maintenance purposes;
 - (b) if the Bank suspects a breach of security might have occurred in respect of the SDOL Facility and/or the Business;
 - (c) for any other reason where the Bank reasonably considers it necessary to do so; and/or
 - (d) for the Business' non-compliance with this Agreement, including failure to pay the SDOL Charge when due.
- 4.10 The Bank will use its reasonable efforts to provide the Business with reasonable prior notice of a suspension pursuant to clause 4.9.
- 4.11 The Bank shall be entitled, on written notice to the Business, to supply to the Business an alternative management information system to the SDOL Facility and on receipt of such notice, the Business shall co-operate with the Bank in the implementation and delivery of the alternative management information system. In such circumstances the provisions of this clause 4 and the Agreement shall apply in respect of that alternative management information system and all references to the SDOL Facility, SDOL System and SDOL Services shall apply to the alternative management information system and management information services.
- 4.12 The Business will indemnify and hold the Bank harmless from all losses, liabilities, damages, claims, costs (including legal fee) and expenses incurred by the Bank as a result of:
- (a) any material breach by the Business of its obligations under clause 4; and
 - (b) the Bank acting on any Maintenance Request that was not authorised by the Business.
- 4.13 You can ask a third party provider to provide account information services (for example an

account aggregator). If you give your online password and log in details to a third party provider, the third party provider will be able to see and do anything on the Virtual Pay Account that you can. The Bank is not responsible for what the third party provider does with the Authorised User's details or account information.

5 Implementation and Acceptance of the Virtual Pay Facility

- 5.1 The parties shall agree if the Business will acquire a Standalone Virtual Pay Facility or an Integrated Virtual Pay Facility and shall promptly and accurately give all such information to the Bank as it reasonably requires to determine the most suitable option for the Business.
- 5.2 The Bank agrees that the Implementation Charge (being the costs the Bank incurs in configuring, implementing and testing the Virtual Pay Facility for the Business and/or training the Business in the use of the Virtual Pay Facility) will be waived if the Business proceeds with Acceptance of the Virtual Pay Facility, uses the Virtual Pay Facility to undertake Purchases and achieves the Minimum Volume during the first Year.
- In the event that:
- (a) the Business does not proceed to Acceptance of the Virtual Pay Facility; and/or
 - (b) the Business fails to proceed with the use of the Virtual Pay Facility following Acceptance; and/or
 - (c) the Business proceeds with Acceptance and use of the Virtual Pay Facility but fails to achieve the Minimum Volume during the first Year; and/or
 - (d) this Agreement terminates, for whatever reason prior to Acceptance and/or prior to the expiry of the first Year, the Business shall pay to the Bank, within 30 days of demand or on termination (whichever is the earlier), the Implementation Charge. The Bank's right under this clause 5.2 is without prejudice to any of its other rights and remedies and survives termination of the Agreement.

Standalone Virtual Pay Facility

- 5.3 If the Business acquires the Standalone Virtual Pay Facility, the following clauses 5.4 to 5.8 inclusive shall apply in respect of the implementation and acceptance of that Standalone Virtual Pay Facility. Clauses 5.9 to 5.18 inclusive apply only in respect of the Integrated Virtual Pay Facility and shall not apply to the Business if it is acquiring the Standalone Virtual Pay Facility.
- 5.4 The Business shall have the option to request the Bank to configure the Standalone Virtual Pay Facility to the Business' parameters or to undertake such configuration itself. If the Business:
- (a) requests the Bank to undertake the configuration, the Bank shall do so in accordance with the relevant information supplied by the Business. The Business shall give prompt and accurate responses to the Bank in respect of the Bank's information requests. On completion of the configuration, the Bank shall deliver the Virtual Pay Facility Link to the Business and advise it of the First Purchase Date and on receipt of such Virtual Pay Facility Link the Business shall be entitled to access the Standalone Virtual Pay Facility via the Virtual Pay Facility Link and commence, and to permit its Authorised Users to commence, using the Standalone Virtual Pay Facility to undertake Purchases from the First Purchase Date;
 - (b) elects to undertake the configuration itself, the Bank shall deliver the Virtual Pay Facility Link to the Business with instructions on how to configure the Standalone Virtual Pay Facility to the Business' required parameters. The Business shall configure the Standalone Virtual Pay Facility to its required parameters before undertaking a Transaction. The Bank shall not be liable to the Business in respect of any losses, liabilities, damages, claims, costs (including legal fees) or expenses that the Business suffers or incurs due to the Business failing to configure the Standalone Virtual Pay Facility otherwise than in accordance with the Bank's instructions.

The Business shall not, and shall ensure that the Virtual Pay Users shall not, undertake or attempt to undertake any Transactions prior to completion of the configuration. The Bank shall notify the Business of completion of the configuration and the First Purchase Date, thereafter the Business shall be entitled to commence, and to permit its Authorised Users to commence, using the Standalone Virtual Pay Facility to undertake Transactions from the First Purchase Date.

- 5.5 Subject to clause 5.6, Acceptance of the Standalone Virtual Pay Facility shall automatically occur on the First Purchase Date.
- 5.6 If the Business is unable to complete a Purchase on the First Purchase Date or completes a Purchase but the Purchase does not materially comply with paragraphs (a) and (b) of schedule 1, part A (a “**Purchase Failure**”), then the Business shall immediately (and in any event within 2 Business Days) give notice to the Bank of the Purchase Failure with clear details as to the nature of the Purchase Failure and shall cease use of the Standalone Virtual Pay Facility pending further notice from the Bank (should such notice not be given, Acceptance will occur in any event). Following service of such notice within the agreed timeframe:
- (a) Acceptance shall not occur;
 - (b) the Bank will investigate the reason for the Purchase Failure and, provided that the Purchase Failure is not due to reasons attributable to the Business, including a failure of the Business properly to configure the Standalone Virtual Pay Facility, an act or omission on the part of the Business or a Virtual Pay User, or an error, fault or problem with the Business’ IT system or network or third party IT systems engaged by the Business, the Bank will use its reasonable endeavours to correct the reasons for the Purchase Failure and, on completion of such work, shall notify the Business that the Standalone Virtual Pay Facility is available for a Purchase to be undertaken on the revised First Purchase Date;
 - (c) following receipt of the Bank’s notification pursuant to clause 5.6 that the Standalone Virtual Pay Facility is available for a Purchase to be undertaken, the Business shall undertake a further Purchase on the revised First Purchase Date and, subject to clause 5.8, Acceptance shall be deemed automatically to occur on the revised First Purchase Date.
- 5.7 If the result of the Bank’s investigation pursuant to clause 5.6(b) reveals that the Purchase Failure is due to:
- (a) reasons attributable to the Business and/or the Virtual Pay User which can be reasonably rectified by the Business, the Bank shall notify the Business of the same together with the actions required for rectification and Acceptance shall be deemed to have occurred on the First Purchase Date; or
 - (b) reasons attributable to the Business and/or the Virtual Pay User which cannot be reasonably rectified by the Business, the Bank shall notify the Business of the same and the Bank shall give such assistance to the Business as it reasonably requires in order to resolve the reasons for the Purchase Failure, provided that the Business on request of the Bank shall promptly pay the Bank’s costs and expenses (including the costs of the Processor), on a time and materials basis, that are reasonably incurred in giving such assistance. On completion of the work, the Bank shall advise the Business of the revised First Purchase Date, the Business shall undertake a further Purchase on the revised First Purchase Date and, subject to clause 5.8, Acceptance shall be deemed automatically to occur on the revised First Purchase Date.
- 5.8 If the Business, when undertaking a further Purchase pursuant to clause 5.6(c) and/or clause 5.7(b), suffers a further Purchase Failure, Acceptance shall not be deemed to occur and the parties shall promptly repeat the actions set out in clause 5.6. On completion of the procedure in clause 5.6, should the Business continue to suffer a Purchase Failure when making a Purchase, the procedure in clause 5.6 shall be followed promptly by the parties on one further occasion before either party shall be entitled to terminate this Agreement in accordance with clause 17. The Bank shall be entitled, at its discretion, to continue to work on the resolution of the reasons causing a Purchase Failure during the notice period and, should a resolution be achieved, the Bank shall advise the Business of a further revised First Purchase Date, the Business shall complete a Transaction on that revised First Purchase Date and Acceptance shall occur pursuant to clause 5.5 and the notice of termination shall be automatically revoked, unless the Business gives notice of a further Purchase Failure within 2 Business Days of the further revised First Purchase Date.

Integrated Virtual Pay Facility

- 5.9 If the Business acquires the Integrated Virtual Pay Facility, the following clauses 5.10 to 5.18 inclusive shall apply in respect of the implementation, testing and acceptance of that Integrated Virtual Pay Facility. Clauses 5.4 to 5.8 inclusive apply only in respect of the Standalone Virtual Pay Facility and shall not apply to the Business if it is acquiring the Integrated Virtual Pay Facility.
- 5.10 Following the Commencement Date, the parties shall promptly meet to design and agree a Project Plan. The Project Plan shall include an Integrated Specification and the testing plans,

acceptance tests and Acceptance Criteria. Following agreement of the Project Plan by the parties, the Bank shall configure the Business' version of the Integrated Virtual Pay Facility to the Business' requirements in accordance with the Integrated Specification.

- 5.11 The Business shall supply and make available to the Bank, the Processor and their respective sub-contractors:
- (a) such information and data (the Bank is authorised to share the Business data with any third party engaged by the Business to provide the IT system to connect to Virtual Pay);
 - (b) such access to the Programme Administrator and any other relevant technical and operational staff of the Business who are reasonably required in order to provide information relating to the Business' processes and systems; and
 - (c) such access to the Business' IT systems or third party IT system engaged by the Business and network, as is agreed in the Project Plan, and/or as the Bank otherwise reasonably requires from time to time, in respect of configuration, implementation, testing and ongoing provision of the Integrated Virtual Pay Facility. If the Business fails to comply with any of these obligations and/or the delivery of the Integrated Virtual Pay Facility is delayed at the request of, or because of the acts or omissions of, the Business and/or any person under the control of the Business, the timetable within the Project Plan shall automatically be extended to take account of such failure or delay. Furthermore, if such failure or delay results in an increase in costs incurred by the Bank in carrying out its obligations under the Agreement, the Bank shall be entitled at its sole discretion to charge the Business at its standard rates on a time and materials basis for the additional costs that the Bank so incurs and the Business shall make prompt payment of any such charges.
- 5.12 The Business is entitled to use a third party to supply the IT system, on behalf of the Business, to integrate with the Virtual Pay Facility. The Business is responsible for contracting the services of that third party supplier. Royal Bank of Scotland is not liable for the acts or omissions of that Business' third party supplier or failure of that party's IT system. It shall be the responsibility of the Business to ensure that the Integrated Specification accurately reflects the requirements of the Business in respect of the Integrated Virtual Pay Facility. Without prejudice to the foregoing, the Bank shall not be liable for any direct or indirect losses that the Business suffers or incurs due to an error or omission in the Integrated Specification to the extent that the Business requires such Integrated Specification to be amended for its purposes or due to the failure by the Business accurately to specify its requirements in the Integrated Specification.
- 5.13 The Business shall notify the Bank immediately should it, prior to Acceptance, require an amendment to be made to the Project Plan. The Bank shall not unreasonably withhold consent to such requested amendment provided that:
- (a) the Bank shall be under no obligation to make the requested amendment to the Project Plan if the Bank, acting reasonably, considers it is unnecessary;
 - (b) should the Bank agree to make an amendment to the Project Plan, the Bank shall:
 - (i) not be liable to the Business in respect of any resulting delay in the implementation of the Integrated Virtual Pay Facility and the timetable in the Project Plan shall be extended accordingly; and
 - (ii) be entitled at its sole discretion to charge the Business at its standard rates on a time and materials basis for the additional costs that the Bank incurs due to the amendment made to the Project Plan and the Business shall make prompt payment of any such charges.
- 5.14 The Bank shall notify the Business when the Integrated Virtual Pay Facility is ready for acceptance testing and the Business shall, on Acceptance Test Date, undertake the acceptance tests as provided for in the Project Plan. If the acceptance tests reasonably demonstrate that the Integrated Virtual Pay Facility performs substantially in accordance with the Acceptance Criteria, Acceptance shall occur on the Acceptance Test Date and the Business shall immediately sign an Acceptance Certificate. The Business may also, at its discretion and risk, sign the Acceptance Certificate and Acceptance shall occur if the Integrated Virtual Pay Facility does not perform substantially in accordance with the Acceptance Criteria but is still capable of processing Transactions.
- 5.15 If during the acceptance tests the Integrated Virtual Pay Facility fails to perform substantially in accordance with the Acceptance Criteria and the Business does not sign the Acceptance Certificate then the Business shall immediately (and in any event within 2 Business Days) give notice to the Bank to this effect with full reasons as to how the Integrated Virtual Pay Facility has failed to

perform substantially in accordance with the Acceptance Criteria and the Business shall cease use of the Integrated Virtual Pay Facility pending further notice from the Bank. Following service of such notice within the agreed timeframe:

- (a) the Bank will within a reasonable period of receipt of such notification investigate the failure and, if the failure is due to an error or deficiency relating to the Integrated Virtual Pay Facility (and not attributable to the Business including due to a failure, error or problem of the Business and/or its IT systems or network or third party IT systems engaged by the Business, or other act or omission on the part of the Business and/or any person within the control of the Business), the Bank will use its reasonable endeavours within a reasonable period to correct the error or deficiency and, on completion of such work, shall notify the Business that the Integrated Virtual Pay Facility is available for repeat acceptance testing and the parties shall agree a revised Acceptance Test Date; and
- (b) the Business shall then undertake repeat acceptance tests on the revised Acceptance Test Date. If the repeat acceptance tests reasonably demonstrate that the Integrated Virtual Pay Facility performs substantially in accordance with the Acceptance Criteria, then Acceptance shall occur on the revised Acceptance Test Date and the Business shall sign an Acceptance Certificate. The Business may also, at its discretion and risk, sign the Acceptance Certificate and Acceptance shall occur if the Integrated Virtual Pay Facility does not perform substantially in accordance with the Acceptance Criteria but is still capable of processing Transactions.

5.16 If the result of the Bank's investigation pursuant to clause 5.15(a) reveals that the Integrated Virtual Pay Facility failed the acceptance tests:

- (a) for reasons attributable to the Business and/or any Virtual Pay User which can be reasonably rectified by the Business, the Bank shall notify the Business of the same together with the actions required for rectification, Acceptance shall be deemed to have occurred on the Acceptance Test Date and the Business shall sign the Acceptance Certificate; or
- (b) for reasons attributable to the Business and/or the Virtual Pay User which cannot be reasonably rectified by the Business, the Bank shall notify the Business of the same and the Bank shall give such assistance to the Business as it reasonably requires in order to resolve the reasons for the failure of the acceptance tests, provided that the Business on request of the Bank shall promptly pay the Bank's costs and expenses (including the costs of the Processor), on a time and materials basis, that are reasonably incurred in giving such assistance. On completion of the work, the Bank shall notify the Business that the Integrated Virtual Pay Facility is available for repeat acceptance testing and the parties shall agree a revised Acceptance Test Date for such acceptance tests to take place and the parties shall follow the provisions of clause 6.14 in respect thereof.

5.17 If any repeat acceptance tests demonstrate that the Integrated Virtual Pay Facility is still not performing substantially in accordance with the Integrated Specification, then the parties shall repeat the actions set out in clause 5.15. Should the Integrated Virtual Pay Facility continue to fail the acceptance tests for reasons other than those attributable to the Business, the procedure in clause 5.15 shall be followed on one further occasion before either party shall be entitled to terminate this Agreement in accordance with clause 17. The Bank shall be entitled, at its discretion, to continue to work on the resolution of any material errors or discrepancies during the notice period and, should a resolution be achieved, the parties will agree a revised Acceptance Test Date and should the Integrated Virtual Pay Facility then perform substantially in accordance with the Acceptance Criteria, Acceptance shall occur on the revised Acceptance Test Date and the notice of termination shall be automatically revoked.

5.18 Notwithstanding the provisions of this clause 5, acceptance of the Integrated Virtual Pay Facility shall be deemed to have occurred on whichever is the earliest of:

- (a) the signing by the Business of an Acceptance Certificate that the Integrated Virtual Pay Facility has passed the acceptance tests; or
- (b) the expiry of five days after the completion of acceptance tests, unless the Business has given any written notice under clause 5.15; or
- (c) the completion of a Transaction by the Business using the Integrated Virtual Pay Facility.

6 Modifications

- 6.1 The Business acknowledges and agrees that the Virtual Pay System and the method of providing the Virtual Pay Facility are the Intellectual Property of the Bank and the Processor and the Business shall not be entitled to make any Modifications without the prior written consent of the Bank. Should the Business wish to make a Modification, it shall notify the Bank in writing of the Modification together with the reasons for the Modification, including as to any breach of Regulation that the continued use of the Virtual Pay Facility is likely to cause should the Modification not be made.
- 6.2 The Bank shall, in its absolute discretion, decide whether or not to consent to a request by the Business to the implementation of a Modification. The Bank shall be entitled to charge the Business at its standard rates on a time and materials basis with full reimbursement of all costs of the Bank, Processor and/or other sub-contractors incurred in respect of all Modifications that the Bank does agree to undertake.
- 6.3 Should the Bank refuse to make a Modification in response to a request to do so by the Business pursuant to clause 6.2 and the Business, acting reasonably, considers that its continued use of the Virtual Pay Facility without such Modification will cause the Business to be in breach of any Regulations occurring due to a Sector Specific Change, the Business will give notice of the same to the Bank together with written evidence substantiating the breach of Regulations. Following such notice the parties will use all reasonable endeavours to agree whether the Modification is necessary to avoid a breach of Regulations occurring due to a Sector Specific Change and, if so, whether the Bank will make the Modification. Should the parties be unable to reach such an agreement within 10 Business Days, either party shall be entitled to give notice to the other party that the matter be resolved via the Expedited Dispute Resolution Procedure. Should the parties have attempted to resolve the matter via Expedited Dispute Resolution Procedure and still not have reached agreement on the matter either party shall be entitled to terminate the Agreement on 3 Business Days' prior written notice to the other party.
- 6.4 The Bank reserves the right on prior written notice to the Business to modify the Virtual Pay Facility and/or the SDOL Facility from time to time to implement compulsory:
- (a) upgrades and other technical or functional Modifications;
 - (b) Modifications required to conform with a change in Regulations and/or a change in the requirements of any Authority,

and the Business shall deliver to the Bank such data and information, and shall give the Bank such access to its systems and personnel, as the Bank reasonably requires in order to implement such Modifications.

7 Security

- 7.1 If the Business uses an Integrated Virtual Pay Facility, it shall ensure that it or any third party engaged by the Business installs, keeps installed, keeps up to date, and runs on those parts of its network and IT systems which interface with the integrated Virtual Pay Facility software or third party IT systems engaged by the Business for the detection and elimination of viruses and similar harmful code.
- 7.2 If either party becomes aware of, or reasonably believes there is a risk of, the presence of a virus in those parts of its network or IT systems that interface with the network and IT systems of the other party, or in respect of the Business, with the Processor's network and IT systems, if any, it will notify the other party as soon as practicable and co-operate with the other party to minimise the risk of infection.
- 7.3 The Business agrees to comply with all reasonable instructions that the Bank from time to time issues to the Business regarding the security of the Virtual Pay Facility and/or the security of the SDOL Facility. The Business shall set-up and maintain adequate security arrangements for the Business' access to and use of the Virtual Pay Facility and SDOL Facility, and for all data and information that it stores in connection with the Virtual Pay Facility and SDOL Facility, to prevent unauthorised access to or use of the Virtual Pay Facility and SDOL Facility by means of the Business' systems.
- 7.4 The Business shall notify the Bank as soon as reasonably possible upon becoming aware of, and thereafter co-operate with the Bank in respect of:

- (a) any actual or attempted unauthorised access to or use of the Virtual Pay Facility and/or SDOL Facility;
- (b) any unauthorised Maintenance Request;
- (c) any potential attack on or prejudice to the Virtual Pay Facility and/or SDOL Facility, including risk of transmission of any virus or denial of service attack; and/or
- (d) any other breach of security in respect of this Agreement.

7.5 The Business shall ensure that no Virtual Pay User, or no other individual under the control of the Business, does anything either during the Term or thereafter which may result in the security of the Virtual Pay Facility, the SDOL Facility or the systems or security of any other Bank customers, being compromised.

7.6 During the Term, the Business shall:

- (a) keep all Bank data in a secure location and bear all responsibility for the risk and security of such data while the same is in the custody, control or possession or staff of the Business and use its best endeavours to keep to a minimum the theft of loss of the same; and
- (b) take all reasonable and proper precautions to comply with the Bank's requests in relation to the security of the Bank's data.

8 Charges

8.1 The Business will pay to the Bank:

- (a) the amounts incurred in making all Transactions;
- (b) the SDOL Charge;
- (c) if required pursuant to clause 5.2, the Implementation Charge;
- (d) all Late Payment Interest and Late Payment Charges due;
- (e) all Ancillary Charges; and
- (f) all other applicable Charges,

in accordance with this Agreement.

8.2 Foreign Transactions

- (a) Card Transactions are carried out in Sterling. Any Transaction in a foreign currency will be converted to Sterling at the Payment Scheme Exchange Rate (the rate provided by MasterCard), normally when you make the transaction. The number to call for information on exchange rates is at the end of the Agreement. The rate may change at any time and without notice - to see the up-to-date rates used please visit www.mastercard.com/global/en/personal/get-support/convert-currency.html
- (b) The Payment Scheme Exchange Rate is indicative and provided for reference purposes only. The rate applied to a Transaction might be different to the rate which applied when the Transaction was made as these can change regularly and it depends when the payment scheme processes the Transaction.
- (c) The following Charges apply to foreign Transactions:

Transaction type	What we'll charge you
All Transactions not in Sterling.	A Non Sterling Transaction Fee of 2.95% of the value of the Transaction.
All Cash Advances not in Sterling.	A Non Sterling Transaction Fee of 2.95% of the value of the Transaction PLUS a Cash Fee of 2.95% of the Transaction value (minimum £2.95 charge) including the Non Sterling Transaction Fee.

- (d) if you'd like to view our currency conversion charge with reference to the daily rate which is issued by the European Central Bank (ECB), you can visit www.business.rbs.co.uk/usingmycardabroad. The figures displayed on that page change daily and are simply to help you compare our fees with other banks across Europe.

The Bank and the customer agree that as the customer is a business customer (and not

a consumer) that for each charge card linked to the same account the bank will not, after the payment is made, send to the payer an electronic message with the above currency reference information. This is because the customer is instead able to access currency reference rate information at www.business.rbs.co.uk/usingmycardabroad.

- 8.3 The Bank may charge Ancillary Charges for ancillary services including providing duplicate statements or details of vouchers in accordance with schedule 2.
- 8.4 Without prejudice to clause 10, the Bank reserves the right from time to time during the Term to make a Charges Variation (including a variation of the basis on which the Charges and/or Late Payment Interest are payable) in accordance with clause 10.
- 8.5 The parties acknowledge and agree that:
 - (a) the Minimum Volumes shall apply during each Year of the Term or during the first 5 Years of the Term, whichever is the shorter period.
- 8.6 The Business agrees that in each Year that a Minimum Volume applies, it will either:
 - (a) achieve the Minimum Volume applicable to that Year; or
 - (b) without prejudice to the Bank's rights under clause 10, pay the Minimum Volume Charge to the Business within 30 days of the expiry of that Year.
- 8.7 If the amount shown on any relevant Statement is not paid in full in accordance with clause 9.1, then (and without prejudice to any other rights of the Bank and irrespective of any termination of the Virtual Pay Facility or the Agreement) the Business will be charged Late Payment Interest calculated on a daily basis on the amount outstanding on the Virtual Pay Account from the relevant Statement Date until full payment is credited to the Virtual Pay Account. In addition the Business shall pay to the Bank the Late Payment Charge on the due date specified in the Statement.
- 8.8 All Charges, Late Payment Interest and other payments arising out of or in connection with the Agreement shall be deemed exclusive of VAT and free of any other applicable taxes such as sales, excise, withholding taxes or other charges levied by Authorities which may be applicable thereto. The Bank will debit to the Virtual Pay Account the amount (if any) of any VAT and other applicable tax, duty or other charge levied on the Charges, the Late Payment Interest and/or Virtual Pay Account by any competent Authority in connection with the Charges, the Late Payment Interest and/or Virtual Pay Account and which the Bank may pay to such Authority on behalf of the Business.

9 Payment

- 9.1 Each Statement constitutes a proper demand for payment. Each month the Business shall pay on or before the Payment Due Date the full amount shown as due on the Statement.
- 9.2 Payment to the Virtual Pay Account will take place when a request for payment is credited in cleared funds to the Virtual Pay Account. All such payments will be applied in the following order:
 - (a) in payment of Charges shown on each applicable Statement;
 - (b) in payment of Late Payment Interest shown on each applicable Statement;
 - (c) towards repayment of all Transactions shown on each applicable Statement; and
 - (d) towards repayment of any Transactions made but not yet shown on any Statement.
- 9.3 The whole of the outstanding balance on the Virtual Pay Account together with Charges and Late Payment Interest (if outstanding in whole or in part) shall become immediately due and payable without demand or notice from the Bank (subject to any statutory regulations) if:
 - (a) the Business is dissolved, or ceases trading or operations, whether by an order of a court of competent jurisdiction or otherwise; or
 - (b) the Business becomes unable to pay its debts within the meaning of Sections 123 or 268 of the Insolvency Act 1986; or
 - (c) the Business passes a resolution for its winding up or gives notice of an intention to pass such a resolution or the Business or any other person presents a petition or application for the Business to be wound up or a court of competent jurisdiction makes an order for the Business to be wound up or for a provisional liquidator of the Business to be appointed; or

- (d) a petition is presented or an application is made to court for an administration order to be made in relation to the Business or for an administrator of the Business to be appointed or an administrator of the Business is appointed or notice is given or filed in respect of the appointment or an intention to appoint such an administrator or the Business requests that an administrator of the Business is appointed; or
 - (e) the Business makes a proposal for or enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or a scheme of arrangement or (without prejudice to the generality of the foregoing) a voluntary arrangement under part 1 of the Insolvency Act 1986; or
 - (f) any distress, execution or diligence is levied or threatened to be levied upon any of the property or assets of the Business or an encumbrancer takes possession of or sells any of the property or assets of the Business; or
 - (g) the Business enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors; or
 - (h) a receiver or manager or an administrative receiver is appointed over or in respect of any of the property or assets of the Business or the Business requests that such a receiver, manager or administrative receiver is appointed; or
 - (i) the Business suffers a judgement or decree to be taken against it and such judgement or decree remains unsatisfied for 14 days; or
 - (j) anything analogous to any of the events referred to in clauses 9.3(a) to 9.3(j) (inclusive) occurs in any jurisdiction in relation to the Business.
- 9.4 If payment is not made in accordance with clause 9.1, the outstanding amount which is due and payable as indicated on the relevant Statement will become immediately payable by the Business upon written demand by the Bank.
- 9.5 You (the “Business”) must not create a credit balance on your account by overpaying on your account. We may return any credit balance to you.
- 9.6 The Business agrees that the Bank may at any time disclose any information regarding the Virtual Pay Account to any party involved in processing Transactions or otherwise fulfilling the Bank’s obligations under the Agreement, including the Processor.

10 Interchange Fees

- 10.1 The parties agree that, not withstanding any other term in this Agreement, if the Interchange Fee is reduced or will be reduced, whether as a result of regulatory intervention or any other reason, then:
- (a) the Bank reserves the right at any time and on any number of occasions to require a Charges Variation for any period from the date of the reduction. In the event of a Charges Variation being required, the Bank shall provide the Business with a written proposal setting out the Charges Variation;
 - (b) the Business shall have the right to respond in writing with any objections to the Charges Variation within four weeks of receipt of the written proposal referred to in clause 10.1(a) above or within such other period as may be mutually agreed. If the Business objects to the Charges Variation, the Bank may submit further proposals at any time and the parties shall use all reasonable endeavours to agree an alternative Charges Variation. Should the parties still be unable to reach agreement on the Charge Variation, either party shall be entitled to give notice to the other party that the matter be resolved via the Expedited Dispute Resolution Procedure;
 - (c) if no written objection by the Business has been received within four weeks of receipt of any written proposal (whether the Bank’s first proposal or any subsequent proposal) or within such other period as has been mutually agreed then the Business shall be deemed to have accepted the Charges Variation notwithstanding that there has been no written acceptance;
 - (d) save for clause 10.1(c) above, the Business shall have no obligation to agree to the Charges Variation unless and until the relevant proposal or any mutually agreed amended proposal has been accepted by the Business in writing;
 - (e) no variation pursuant to any of the above shall invalidate the Agreement. Notwithstanding this,

the Charges Variation set out in any relevant proposal or any amended proposal and accepted by the Business in writing or pursuant to clause 10.1(c) above shall be deemed to take effect from the date of the written acceptance by the Business or expiry of the four week period referred to in clause 10.1(c) above as the case may be;

- (f) should the Bank and the Business have failed to agree to the Charges Variation after three months from the date of receipt by the Business of the written proposal setting out the Variation (notwithstanding that both parties have followed the procedure above), then either party shall have the right to terminate this Agreement with immediate effect.
- 10.2 For the avoidance of doubt, during negotiation of any relevant proposal pursuant to clause 10.1, the Charges and Late Payment Interest as currently applicable under the Agreement shall continue to apply.

11 Set Off

- 11.1 The Bank may at any time and without notice (subject to any provisions for the protection of a debtor afforded by statute) set off the outstanding balance on the Virtual Pay Account and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business (in any currency). The Bank may also, without prejudice to its other rights under this Agreement or otherwise, on the occurrence of any of the events referred to in clauses 9.3(a) to 9.3(j) inclusive, or clause 10, or upon termination in accordance with clause 17:
- (a) combine the Accounts with any other account(s) of the Business;
 - (b) open a new account in the name of the Business in substitution for the Virtual Pay Account and debit the new account with any outstanding balance on the Virtual Pay Account under any such liability.

12 Misuse of Accounts or Incorrectly Executed or Late Payments

- 12.1 The Business shall notify the Bank without undue delay by telephone on **0800 0964 743** (24 hours) (Relay UK **18001 0800 0964 743**) or by visiting one of the Bank's branches if the Business knows or suspects that:
- (a) the Real Card Number, a Virtual Card Number and/or a Password is known by an unauthorised person; or
 - (b) the Real Card Number, a Virtual Card Number and/or Password has been, or is likely to be, misused.
- 12.2 Provided the Business has notified the Bank in accordance with clause 12.1 and unless the Business or an Authorised User and/or a Virtual Pay User:
- (a) acts fraudulently; or
 - (b) with gross negligence,
- in which circumstances the Business will remain fully liable for all losses that it incurs, the Business' maximum liability will be £25 in respect of any losses arising from the use of the Real Card Number or the Virtual Card Number by any unauthorised person. However, if someone carries out a fraudulent transaction using the Real Card Number or the Virtual Card Number on the internet or by telephone or mail order, the Business will not be liable for the fraudulent transaction.
- 12.3 Notwithstanding clause 12.2, the Business will be liable for all losses to the Bank arising from Transactions undertaken by any person obtaining possession of any Real Card Number, Virtual Card Number, Password and/or other Virtual Pay Facility information with the consent of the Virtual Pay User.
- 12.4 If a Transaction was not authorised or was incorrectly executed or where the Business knows or suspects a card has been misused or where a payment has been wrongly executed the Business must notify the Bank without undue delay on **0800 0964 743** (Relay UK **18001 0800 0964 743**).
- 12.5 Subject to clause 12.4, if a Transaction was not authorised by the Business, the Business is entitled to a refund as soon as practicable and by no later than the end of the next Business Day of the amount and interest or charges that would not have been payable but for the Transaction. The Bank may

ask the Cardholder or the Business to confirm in writing that they did not authorise the Transaction. If the Bank subsequently discovers that the Business was not entitled to a refund, it shall treat the refund as a mistake and be entitled to reapply the Transaction, including any interest and charges, to the Account.

- 12.6 Where a Transaction is incorrectly executed, the Business must notify the Bank promptly and provide full details of the Transaction including the payment order. The Bank will consider the circumstances of the incorrect execution in order to determine its liability (if any) in relation to the incorrectly executed Transaction.
- 12.7 If the Bank makes or credits a Transaction late, then the Bank will put the Virtual Pay Account back in the position it would have been had the Bank not made the error. The Business can also ask the Bank to contact the other bank and ask them to correct the amount of interest on their customer's account.
- 12.8 The Bank will (without undue delay) refund the amount of the payment and return the Account to the position it would have been in if the Transaction had not been made, except in the following cases:
- (a) for any non-execution, defective execution of a Transaction which has been executed using a unique identifier i.e. bank sort code, account number provided by the Business or a Cardholder where such unique identifier is incorrect or for a duplicate Transaction. The Bank will, however, make reasonable efforts to recover the funds involved in the incorrectly executed or defective Transaction and the Business will be liable to pay the Bank's reasonable costs in effecting the recovery of such funds. If the Bank is unable to recover the funds, there will be no refund, but the Business can write to the Bank and ask for any relevant information which the Bank holds regarding the Transaction to help the Business recover it;
 - (b) The Bank can show that the payment was received by the other person's bank. In this case, that bank may be required by law to make the payment immediately to that person.
- 12.9 The Business shall (and shall use all reasonable endeavours to ensure that each Virtual Pay User shall) assist the Bank and/or its agents in the investigation of any possible misuse of the Virtual Pay Account or the unauthorised disclosure of a Real Card Number, Virtual Card Number and/or Password. The Business consents (and shall ensure that each Virtual Pay User consents) to the disclosure to third parties of any relevant information concerning the Virtual Pay Account in connection with such matters.
- 12.10 Where required to do so by law or for the purposes of crime prevention or crime detection, the Bank may disclose information to third parties in relation to the unauthorised use of a Real Card Number, Virtual Card Number and/or Password.
- 12.11 The Bank may take a payment from the Virtual Pay Account if the payer's bank tells the Bank that this payment was sent to the Business incorrectly. If this happens, the Bank will hold the money and contact the Business to tell the Business what has happened. The Bank will ask the Business to confirm if the payment was sent to the Business incorrectly. If the Bank can't get in touch with the Business within 15 Business Days, the Bank will return the payment to the payer. The Business consents to the Bank sharing information regarding the Business with the payer's bank to help them recover the payment.

13 Warranties

- 13.1 Each of the Bank and the Business warrants that it has the power to execute, deliver and perform this Agreement.
- 13.2 The Bank warrants during the Term that:
- (a) the Virtual Pay System and Virtual Pay Services will comply, in all material respects, with their respective descriptions in schedule 1;
 - (b) the Virtual Pay Services will be performed in a workmanlike manner and the persons engaged in the provision of the Virtual Pay Services shall have the proper skill, training and background so as to be able to perform the Virtual Pay Services in a workmanlike manner.
- 13.3 Except as specifically provided under clauses 13.1 and 13.2, the Bank makes no warranties with respect to the Virtual Pay Facility (including as to its availability during standard working hours or otherwise) and no warranties with respect to the performance of its obligations under the Agreement. The Bank hereby excludes to the fullest extent permitted by law all warranties,

conditions and representations, express or implied by statute, or otherwise, including any warranty of satisfactory quality or fitness for a particular purpose, merchantability, design, quality, performance, continuous use or error-free operation, with respect to the Virtual Pay Facility and the SDOL Facility and/or any parts thereof.

14 Liability

- 14.1 Except in respect of death or personal injury resulting from the Bank's negligence or of any duty or liability the Bank may have to the Business under applicable law or any liability that cannot lawfully be excluded, the Bank will not be liable to the Business for any losses it suffers or costs it incurs:
- (a) because the Bank does not act on a payment instruction for a reason specified in this Agreement; or
 - (b) as a result of any abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary – this may include, for example, a machine, electronic device, hardware or software failing to work or being down for a period, industrial disputes, complete or partial closure of any payment system and any act, omission or delay of any agent, correspondent or third party; or
 - (c) the Bank's compliance with legal or regulatory requirements; or
 - (d) loss or corruption of data; or
 - (e) the details contained in the payment instruction or request for authorisation were not correct.
- 14.2 Except as specified in clause 15.7(a), a party shall not be liable for any losses, claims, demands, penalties, actions, obligations, liabilities, damages, delays, costs or expenses (including reasonable legal fees) of any kind unless the other party provides written notice of the event that gives rise to such alleged liability within:
- (a) 55 days of its knowledge of the occurrence of that event; or
 - (b) less than 12 months from the date such party had knowledge or should reasonably have had knowledge of the event that gives rise to the action.

For purposes of this clause, knowledge of the Bank shall mean knowledge of its Commercial Cards Division.

- 14.3 Subject to clause 14.4, the aggregate liability of each party to the other party for claims relating to this Agreement, howsoever arising whether for breach of contract or in tort (including but not limited to negligence), strict liability or otherwise, shall be limited in respect of any event or number of events occurring in any Year to 125% of the Charges paid to the Bank during that Year.
- 14.4 The provisions of clause shall not limit the liability of either party to the other in respect of any of the following:
- (a) fraud by a party;
 - (b) damages resulting from the gross negligence of a party;
 - (c) each party's indemnification obligations under clause 15.5; or
 - (d) death or personal injury caused by the negligence of a party.
- 14.5 Notwithstanding any of the foregoing to the contrary, the parties acknowledge and agree that in no event will either party be liable to the other party regarding the Agreement for any indirect or consequential loss or damage, including costs of procuring substitute or alternate products, services or technology, loss of goodwill, lost profits, lost revenue and/or any other type of indirect or consequential loss or damage, whether caused by breach of contract (including this Agreement), negligence, breach of any statutory duty or arising in any other way.
- 14.6 The Bank will not be liable for the refusal of any third party to accept or honour any Transactions, nor will it be responsible in any way for the goods, services or information supplied by any third party to a Virtual Pay User, except (in each case) if and to the extent caused by any negligence or other wilful default of the Bank.

15 Intellectual Property

- 15.1 The Intellectual Property subsisting within the Bank's data and IT systems, the Virtual Pay Facility, the Documentation and any changes, modifications and/or upgrades made to the Virtual Pay Facility and/or the Documentation by the Bank, the Processor or their respective sub-contractors ("**Virtual Pay IPR**") are owned by the Bank, the Processor and/or their respective licensors. Except as otherwise expressly provided in the Agreement, nothing contained in this Agreement will be deemed to convey to the Business any right, title, interest or licence in or to the Virtual Pay IPR or right of use of the Virtual Pay IPR or any other Intellectual Property of the Bank and/or the Processor.
- 15.2 The Business acknowledges that all Transaction data files relating to the Transactions are the property of the Bank and that the use of and access to such files does not create in the Business any right, title or interest in such files, except as provided for in this Agreement.
- 15.3 The Bank hereby grants to the Business during the Term a non-exclusive, non-transferable, revocable licence (with no right to sub-license) to use:
- (a) the Documentation for the purposes of the use of the Virtual Pay Facility provided that the Business only copies such Documentation to the extent reasonably required for the proper use of the Virtual Pay Facility and all copyright notices on such Documentation are included within the copies; and
- 15.4 The Business grants to the Bank during the Term a royalty-free, non-exclusive licence (with the right to sub-license to the Processor) to use such of the Intellectual Property of the Business as is reasonably necessary for the Bank to comply with its obligations under the Agreement.
- 15.5 Subject to the provisions of this clause 15.5 and clauses 15.6 to 15.10 inclusive, each party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other party (the "**Indemnified Party**") from and against any and all losses, liabilities and expenses (including reasonable legal fees and costs) (collectively referred to as "**Losses**") to the extent arising from a claim that the Indemnified Party's use of the Indemnifying Party's Intellectual Property (including where the Indemnifying Party is using such Intellectual Property under licence) as part of or in connection with the Virtual Pay Facility and in accordance with the Agreement infringes the Intellectual Property of that third party (an "Infringement Claim"). For the purposes of this clause 15.5 and unless otherwise agreed:
- (a) the Business shall be liable to the Bank pursuant to this clause 15.5 in respect of an Infringement Claim where the alleged infringement is claimed in respect of a Modification requested by the Business, regardless of whether any Intellectual Property subsists within that Modification;
 - (b) the use of any Intellectual Property subsisting in the SDOL Facility are expressly excluded from the indemnity.
- 15.6 In the event that the Indemnifying Party's Intellectual Property is, or in the reasonable opinion of the Indemnifying Party is likely to become, the subject of an Infringement Claim, the Indemnifying Party has the option, at its sole discretion, to:
- (a) defend the Infringement Claim;
 - (b) modify, or have modified, the software, customisations or modifications so as to avoid infringement;
 - (c) take a licence of the third party Intellectual Property or otherwise settle any such Infringement Claim; and/or
 - (d) where the Indemnifying Party is the Bank, terminate this Agreement under clause 17.
- 15.7 The notification and conduct of an Infringement Claim pursuant to clause 15.5 shall be as follows:
- (a) each party shall provide written notice to the other party of an Infringement Claim (actual or threatened) for which it intends to seek indemnification within 28 days of its actual knowledge of the Infringement Claim (for purposes of this provision, actual knowledge of the Bank shall mean actual knowledge of its Commercial Cards Division);
 - (b) the Indemnified Party shall (i) authorise the Indemnifying Party to defend and to control the defence of the Infringement Claim using legal representation selected by the Indemnifying Party, at the Indemnifying Party's expense, and provide, at the reasonable expense of the Indemnifying Party, all documents, witnesses, and other reasonable assistance that may be necessary to defend against or settle the claim, and (ii) have the right to have its own legal representation at its own expense, provided such separate representation shall not alter its obligations under this clause to co-operate in the defence of the Infringement Claim;

- (c) the Indemnified Party shall not, without the express written consent of the Indemnifying Party, settle or otherwise commit to any liability for which it will seek indemnification from the Indemnifying Party, or would subject the Indemnifying Party to injunctive relief. Any such unauthorised settlement or commitment in connection with an Infringement Claim shall relieve the Indemnifying Party of its indemnification obligations hereunder with the respect to the Losses associated with such Infringement Claim. In addition, where the Indemnifying Party proposes a settlement with a third party that is in accordance with its indemnification obligations hereunder, such settlement is agreed to by such third party, and the Indemnified Party does not reasonably agree to such settlement, the Indemnifying Party shall not be liable for any eventual Losses in excess of the amounts included in such proposed settlement in connection with such third party claim;
 - (d) if after investigation of the facts known at the time, the Indemnifying Party disputes its obligation to indemnify the Indemnified Party, (i) the parties shall co-operate to ensure that timely and adequate defence of the Infringement Claim is provided, and (ii) all costs initially shall be shared equally between the parties, provided that all costs shall be borne by the party against whom the matter is resolved or as otherwise agreed.
- 15.8 The Indemnifying Party shall have no indemnity obligations under this clause to the extent that the Infringement Claim arises from:
- (a) the Indemnified Party's combination with or in addition to products, equipment or software not supplied by the Indemnifying Party where the alleged infringement would not exist but for such combination;
 - (b) with respect to the Bank as Indemnifying Party, any modifications (including Modifications) requested by the Business and/or made solely for the purposes of compatibility with the Business' systems and in accordance with the Business' specifications, where the alleged infringement would not exist but for conformity to such specifications; and/or
 - (c) where the Indemnified Party continues the allegedly infringing activity after being notified thereof and after having been provided modifications by the Indemnifying Party that would have avoided the alleged infringement.
- 15.9 In indemnifying the Indemnified Party from an Infringement Claim, the Indemnifying Party shall not have any obligation to prosecute or pay any fees or expenses associated with any counterclaims or affirmative claims for relief on behalf of the Indemnified Party against such third party.
- 15.10 Subject to clause 14, this clause 15 states the entire liability of the Indemnifying Party in respect of Infringement Claims and, apart from the Bank's right to terminate this Agreement in the event an Infringement Claim, the Indemnified Party's sole and exclusive remedy for an Infringement Claim, including but not limited to claims at law or equity under any theory such as breach of contract, tort, fraud or otherwise.

16 Your Information

- 16.1 The Bank is a member of NatWest Group, being NatWest Group plc and its subsidiary companies ("NatWest Group"). For more information about NatWest group and its brands please visit [NatWestGroup.com](https://www.natwest.com).
- 16.2 We collect and process various categories of personal and confidential information at the start of and throughout your relationship with us and beyond to allow us to provide our products and services and to run our business. You can find more information at Our privacy policy | Royal Bank of Scotland or <https://www.rbs.co.uk/privacy-policy.html>
- 16.3 In respect of any personal information relating to a third party that you provide to us, you must:
- (a) notify the third party that you are providing their personal information to us and obtain their permission
 - (b) provide the third party with a copy of these Terms; and ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 16.4 (We will use and share your information with other NatWest Group companies to lawfully carry out our business activities as a group of companies (for example, to manage our risk, to meet our regulatory/legal requirements, to support our decision-making processes, to support your welfare

needs, to provide you with products or services, for marketing, for internal reporting, or where those companies provide services to us or where we provide services to other NatWest Group companies).

- 16.5 We will not share your information with anyone outside NatWest Group except:
- (a) where we have your permission;
 - (b) where we are required under compulsion of law;
 - (c) where required (whether directly or indirectly) for your product or service which could include in relation to your welfare or accessibility requirements;
 - (d) where we have a public duty to disclose;
 - (e) with other banks and third parties in relation to monitoring, preventing, detecting fraud or financial crime or criminal activities or where we suspect the occurrence of such activities or the monitoring, prevention and investigation of the same;
 - (f) with other banks and third parties to help recover funds that have entered your account as a result of a misdirected payment;
 - (g) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, climate and environmental impact analysis and agents and sub-contractors acting on our behalf;
 - (h) with social media companies or other third party advertisers and marketing companies so they can display or send relevant messages to you and others or compile information relevant to marketing to you about our products and services on our behalf. Third party advertisers may also use information about your previous web activity to tailor adverts which are displayed to you.
 - (i) where we seek and obtain advice or services in connection with our legal, regulatory or contractual rights or obligations relating to products or services provided to you;
 - (j) with debt collection agencies, credit reference and fraud prevention agencies;
 - (k) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - (l) with law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory or trade bodies around the world;
 - (m) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business or where we may have a beneficial /legal interest in third party assets;
 - (n) where it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 16.6 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 16.7 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 16.8 We will not share your information with third parties for their own marketing purposes without your permission.
- 16.9 We may transfer your information to organisations in other countries (including to other NatWest Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

17 Duration and Termination

- 17.1 The Agreement shall commence on the Commencement Date and (subject to any earlier termination

in accordance with the Agreement and the satisfaction of the conditions in clause 2.1) will continue for the Minimum Term and will continue thereafter unless and until terminated by either party. The Bank may terminate this Agreement by giving the Business at least 90 days' notice and telling the Business our reason for terminating the agreement. The Bank may also terminate this Agreement on a shorter notice period (including immediately) and may not tell the Business our reason for terminating the agreement, if:

- (a) we can't complete the checks we need to carry out to understand our relationship with the Business including how the Business is using the Virtual Pay Account;
- (b) we reasonably suspect that the Virtual Pay Account has been used, is being used or will be used in connection with a serious crime;
- (c) we are required to close the Virtual Pay Account by the UK government or the UK regulator;
- (d) the Business gave us incorrect information when the Business opened the Virtual Pay Account and we would not have opened the account had the Business given us the correct information;
- (e) you behave in a threatening, violent or offensive manner towards, or in the presence of, our staff;
- (f) providing 90 days' notice or a reason for closure would conflict with any other legal or regulatory requirement we're required to follow; or
- (g) we reasonably believe that:
 - (i) in the course of providing goods or services to a third party, the Business has engaged in conduct that involves, or is likely to involve an offence; and
 - (ii) the Business has used the Virtual Pay Account in connection with that conduct.

- 17.2 As an alternative to terminating the Agreement the Bank may, by written notice to the Business, immediately reduce the payment grace period applicable to the Payment Due Date. The Business may terminate the Agreement by giving the Bank at least 1 month's notice.
- 17.3 On termination for whatever reason any balance interest and outstanding fees or Charges on the Virtual Pay Account will be immediately payable. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to you under the terms of this Agreement which terms will continue in effect notwithstanding the termination.
- 17.4 The Business remains liable for all transactions authorised prior to the date of termination or the result of continued use of the Card. The Business must also pay any interest and fees which are applied to the Business Account after the date of termination.
- 17.5 Termination of the agreement will not affect:
- (a) the rights or liabilities of either party existing to the date of termination; or
 - (b) any terms that apply to any outstanding balance, including interest or fees payable under the terms of this Agreement.
- 17.6 On expiry or termination of the Agreement for whatever reason:
- (a) the Business shall immediately cease using the Virtual Pay Facility, SDOL Facility, and Virtual Pay IPR and shall procure that all Virtual Pay Users immediately cease use of the Virtual Pay Facility, SDOL Facility and Virtual Pay IPR;
 - (b) the Virtual Pay Account shall be immediately cancelled by the Bank;
 - (c) to the extent that the Business has not achieved the Minimum Volume applicable in the Year of termination, the Business shall pay the applicable Minimum Volume Charge to the Bank within 30 days of expiry or termination of the Agreement;
 - (d) the Business undertakes to advise all originators of recurring authority transactions (e.g. Direct Debits) that the Virtual Pay Account has been cancelled and will indemnify the Bank against any costs or losses which it might suffer as a result of any failure by the Business to give

such advice. The Business is advised to retain copies of such cancellation notices;

- (e) the Business shall, at the request of the Bank, either return or destroy all Documentation and other materials relating to the Virtual Pay Facility and/or SDOL Facility in its possession and the possession of the Virtual Pay Users.

- 17.7 Termination of the Agreement shall not affect any rights or liabilities of either party existing at the date of termination.
- 17.8 The provisions of this Agreement which expressly or by implication have effect after termination of the Agreement will continue to be enforceable notwithstanding such termination.

18 Force Majeure

- 18.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement due to abnormal and unforeseeable circumstances beyond its control affecting that party and/or the Processor. On the occurrence of such circumstances, the affected party (or, if it is the Processor that it is affected, the Bank) shall promptly notify the other party of the cause, its likely duration and its effect on the performance of its obligations under the Agreement. The affected party (or, if it is the Processor that it is affected, the Bank) shall be entitled to suspend this Agreement in whole or in part for the duration of such abnormal or unforeseeable circumstances.

19 Material Adverse Change

- 19.1 Without prejudice to any other rights and remedies that either party may have under this Agreement, in the event that either party suffers or is likely to suffer from any event which may have an adverse effect on its obligations under this Agreement and/or the operation of the Virtual Pay Facility, then it shall notify the other party immediately of the same in writing providing full details of the relevant circumstances.

20 Instructions

- 20.1 The Bank shall be entitled to treat instructions provided by Virtual Pay Users or Authorised Users or persons notified to the Bank as authorised persons as being duly authorised by the Business and the Business agrees it will unconditionally ratify the Bank's actions taken in accordance with any instructions and gives the Bank its irrevocable authority to debit its account(s) held at the Bank (if any) in accordance with any sums due under this clause 20. The provisions of this clause are in addition to and not in substitution for the provisions of the Business' mandate to the Bank (if any) from time to time.

We can also accept instructions from authorised users of your digital or electronic Banking service with the Bank.

21 Assignment and Sub-Contracting

- 21.1 The Bank shall be entitled without notice to the Business to:
 - (a) transfer, assign, charge or otherwise dispose of the Agreement or any sums due under it (in whole or in part); and
 - (b) sub-contract all or any of its obligations under this Agreement.
- 21.2 The Business consents to the Bank's passing of any financial or other information relating to the Business to any actual or potential assignee and agrees that such assignee may rely on the truth and accuracy of any information or representation provided by, or at the request of, the Business to the Bank.
- 21.3 If the Agreement is assigned, the assignee will notify the Business of any alternative address and telephone number for the purpose of notification under clause 25. Until such notification the addresses and numbers in clause 25 will continue to apply.
- 21.4 The Business may not assign, sub-contract, transfer or otherwise dispose of any right, duty or benefit under any provision of the Agreement without the Bank's prior written consent.

22 Regulatory Obligations

- 22.1 The Business acknowledges and agrees that the Bank has legal and regulatory obligations regarding the detection, reporting and prevention of fraud, money laundering and terrorist activity and, among other things, may be:
- (a) required to take action where it has suspicions about the use of, or any activity concerning, any accounts or funds it holds or any facilities it provides; and
 - (b) obliged to refuse transactions or instructions.
- 22.2 The Business shall co-operate with the Bank and shall promptly provide to the Bank all such information and data relating to the Business as the Bank reasonably requests in respect to regulatory investigations and/or legal enquiries.
- 22.3 Nothing in the Agreement will prevent the Bank from complying with any of its legal and regulatory obligations and the Bank will not, to the fullest extent permitted by law, be liable to the Business nor any third party for any loss or damage arising from any action it may take as a result of such obligations.

23 Dispute Resolution Procedure

- 23.1 In the event of any dispute or difference between the Bank and the Business arising out of this Agreement in which both parties do not agree to resolve such dispute or difference by means of the Expedited Dispute Resolution Procedure, the parties shall use their reasonable endeavours to resolve the dispute or difference by means of this Dispute Resolution Procedure. On a dispute or difference arising, which the parties are unable to resolve at the relationship manager level, the Bank and the Business shall procure that the Head of Commercial Cards from the Bank and Head Finance Officer of the Business shall each use their reasonable endeavours to seek a resolution to such dispute within 10 Business Days of it being referred to them.
- 23.2 If the Head of Commercial Cards from the Bank and the Head Finance Officer of the Business cannot resolve a dispute in accordance with the provisions of clause 23.1 within 10 Business Days of the dispute being referred to them, then any continuing dispute or difference between the parties may be referred by either party for resolution by mediation in accordance with the remaining provisions of this clause 23 using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure.
- 23.3 To initiate the mediation, a party shall give notice in writing ("**ADR Request**") to the other party requesting a mediation and shall send a copy of the notice to CEDR Solve. The parties shall agree on a mediator or, in default of such agreement within 10 Business Days of receipt of the ADR Request, the mediator shall be appointed by CEDR. The mediation shall be heard in London and shall commence within 28 days of the ADR Request, or such other period of time as the parties reasonably agree. The parties shall submit to the supervision of the mediation by the agreed mediator or CEDR for the exchange of relevant information and for setting the date for negotiations to begin.
- 23.4 Unless otherwise agreed, recourse to mediation under the Dispute Resolution Procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings.
- 23.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 23.6 The parties shall bear their own costs of this Dispute Resolution Procedure.
- 23.7 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until 10 Business Days after the parties have failed to settle the dispute in accordance with clauses 23.1 and 23.2 prior to mediation. Thereafter the parties may commence legal proceedings, provided that should one party make an application to the court to stay the proceedings pending completion of a mediation subject to clauses 23.3 to 23.6 inclusive above, the other party shall not object to such application. The provisions of this clause 23.7 shall be subject and without prejudice to either party's right to seek interim remedies in the courts, including

injunctive relief, interlocutory relief or similar supplementary remedies.

24 Expedited Dispute Resolution Procedure

- 24.1 Where the Agreement expressly refers to disputes being referred to the Expedited Dispute Resolution Procedure, or where otherwise agreed by the parties, the dispute resolution procedure in this clause 24 shall apply.
- 24.2 In the event of any dispute or difference between the Bank and the Business arising out of this Agreement, which a party refers to the Expedited Dispute Resolution Procedure for resolution, the Bank and the Business shall procure that Head of Large Markets Commercial Cards from the Bank and Head of Financial Systems and Support of the Business shall each use their reasonable endeavours to seek a resolution to such dispute. Should such persons be unable to resolve any dispute within 3 Business Days of a dispute being referred to them, each party shall immediately escalate the matter to Head of Commercial Cards from the Bank and the Head of Financial Systems and Support of the Business and shall procure that such persons use their reasonable endeavours to resolve the dispute within 3 Business Days of it being referred to them.

25 Notification

- 25.1 Any notices and other communications must be in writing.
- 25.2 We will contact you and provide notices and information to you (including monthly statements and notices of changes to this agreement) by:
- post;
 - phone;
 - email to the email address you gave us;
 - secure message to online banking; or
 - text message to the mobile phone number you gave us.

Any documentation we send you by email or secure message may be sent as an electronic attachment (for example, as a PDF or other similar electronic attachment). You should ensure that your electronic device(s) are set up to receive our communications (for example, they have the correct hardware, software, operating system and browser).

If any of your contact details change, you must tell us promptly to ensure you receive all communications.

If you don't tell us we'll continue to use your old contact details.

All communications between us will be in English.

- 25.3 Unless the Bank agrees otherwise, a notice from the Business to the Bank must be in writing addressed to:

Bank Address: RBS Commercial Cards, Thanet Grange, Southend-on-Sea, SS0 0EJ

The Business Address

- 25.4 To prove service of any notice it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above.

26 General

- 26.1 The Agreement supersedes all prior agreements, arrangements and understandings between the parties (whether written or oral) relating to the subject matter hereof and constitutes the entire agreement between the parties relating to the subject matter thereof. Each party warrants to the other that it has not relied on any representations, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement.

- 26.2 No clause of the Agreement shall operate so as to exclude any liability of one of the parties in respect of a fraudulent misrepresentation made by that party to the other, or to restrict or exclude any remedy which the other party may have in respect of such misrepresentation.
- 26.3 If any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to that extent, be deemed to be deleted from this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 26.4 The Bank reserves the right at all times to unilaterally:
- (a) supplement, add or vary any or all of the provisions of the Agreement by notifying the Business at least 30 days before the change is due to take effect. The change will automatically take effect and the Business will be deemed to have accepted the notified change unless the Business notifies the Bank that it does not agree to the change. In that event, the Bank will treat that notice as notification that the Business wishes to immediately terminate the Agreement.
 - (b) change with immediate effect the Bank's exchange rate used or the payment scheme's exchange rate (as applicable).
 - (c) make changes which are more favourable to Business immediately and without any notification.
- 26.5 Where the Business does not maintain a banking relationship, i.e. a current account, with the Bank then, to enable the Bank to assess the financial position of the Business throughout the Term, the Business will at its own expense when requested by the Bank, provide the Bank with the latest audited accounts of the Business and any other information the Bank may reasonably require from time to time.
- 26.6 The waiver by the Bank of any breach of this Agreement will not prevent the subsequent enforcement of any of terms of this Agreement and will not be deemed to be a waiver of any subsequent breach.
- 26.7 The Agreement shall be governed and construed in accordance with English law and the Bank and the Business both agree to submit to the exclusive jurisdiction of the English courts.
- 26.8 The Bank may monitor and record phone calls with the Business.
- 26.9 Any other facilities or benefits made available to the Bank or any Virtual Pay User and not forming part of the Agreement may be withdrawn at any time without notice.
- 26.10 A person who is not party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

For the avoidance of doubt, the provisions set out in Part 6 and certain provisions set out in Part 7 of the Payment Services Regulations 2017 (the PSRs) as may be varied from time to time do not apply to this Agreement. We will therefore not be making the information disclosures we would otherwise make nor will you have the protections otherwise afforded by the following provisions contained within the PSRs: Regulations 48-58, 66(1), 67(3) and (4), 75, 77, 79, 80, 83, 91, 92 and 94. Regulation 74(1) applies only to the extent provided for in these Terms and Conditions.

Schedule 1

Virtual Pay Descriptions

Part A: Virtual Pay System Description

The Virtual Pay System provides the Business with the following key features:

- (a) The generation of unique Virtual Card Numbers (for single or limited use) to make Purchases linked to the Real Card Number.
- (b) Transaction authorisation controls whereby Purchases can be controlled as to purchase amount, purchase type, validity period and supplier.
- (c) A Programme Administrator interface enabling the Programme Administrator to set up Authorised Users and Transaction profiles.

Part B: Virtual Pay Services Description

The Virtual Pay Services consist of the processing of Transactions made using the Virtual Pay Facility.

Schedule 2

Charges

Implementation Charge: The Implementation Charge shall be calculated by reference to the Bank’s standard time and materials rates for configuration, implementation, testing and training in respect of the Virtual Pay Facility and the number of hours incurred on behalf of the Business by the Bank in undertaking the same.

Interest rates – Fee Structure

Card Type	Charge Standard*
Monthly Interest	1.6%

*Charge only applies if balance is not cleared in full by due date

Grace Period – Monthly Fees Grace Period

Card Type	Billing Type	Grace Period			
		7 days	14 days	21 days	28 days
Charge Card	Centrally Billed	free	0.45%*	0.55%*	0.70%*

*Grace Period fee is calculated monthly as this percentage of the statement balance

Cash Advances Cash fee	2.95% of the transaction amount (minimum £2.95). The fee will be applied on the date the transaction is debited to the Account.
Non-Sterling Transactions Non-Sterling transaction fee	2.95% of the transaction value.
Payment Overdue Administration Fee	£12
Services Electronic transaction file feed (optional)	Set up fee £665 Monthly fee £70
Duplicate card receipt (sales voucher) UK	£5
Duplicate card receipt (sales voucher) abroad	£10
Duplicate statements per sheet	£1 (max £40)

Calls may be recorded. Rates and call charges from different networks may vary.

The Royal Bank of Scotland plc. Registered in Scotland No.SC083026.

Registered Address: 36 St Andrew Square, Edinburgh EH2 2YB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Firm Reference Number is 114724

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RBS03466 June 2026