

Credit Agreement

This Velos Corporate Card Agreement, (the “Agreement”) is made between:

1. Radius Velos Limited, of Eurocard Centre, Herald Park, Herald Drive, Crewe, CW1 6EG (“We” “Us”); and

2.

Duration of Agreement:

This Agreement has no fixed duration. It will continue until You or We terminate it under Clause 6 of the terms and conditions.

Declaration for exemption relating to businesses

(Articles 60C and 60D of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am entering this agreement wholly or predominantly for the purposes of a business carried on by me or intended to be carried on by me.

I understand that I will not have the benefit of the protection and remedies that would be available to me under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.

Credit Limit

We will decide your credit limit from time to time under this Agreement. We will tell You your credit limit when You first receive your Velos Corporate Card Mastercard®. We may set a separate limit for cash withdrawals. We will keep your credit limit and your cash limit under review and from time to time We may increase or decrease your credit limit and/or your cash limit. We will tell You about any changes. Clause 5 of the terms and conditions contains details of the circumstances in which We can make these changes and how We will tell You about them.

How the amount of credit will be provided

We will provide You with credit up to your credit limit by allowing You to defer payment for the goods and services which You purchase and access using your Velos Corporate Card.

Repayments

You must pay the outstanding balance shown in your statement including all fees and charges in full in a single repayment on the due date specified in your statement. We will send You a weekly statement showing the amount and its due date.

Fees and Charges

We can make the following charges under this Agreement:

- a) Annual fee of £35 per card, payable on the account opening and, on each anniversary, thereafter.
- b) Annual fee of £35 for each additional card, payable on the card order and on each anniversary thereafter.
- c) Service fee of 4.95% of the amount of each sterling transaction.
- d) Service fee of 9.95% of the amount of each non-sterling transaction.
- e) Service fee of 9.95% (with a minimum charge of £3) for each sterling and non-sterling transaction which is for a cash advance.
- f) Monthly fee of £8 per User of the Software.

Charges on late payment

We may charge You any reasonable costs or losses We incur if You break this Agreement, and which We may incur if We have to protect, perfect and/or enforce our rights under this Agreement against You. We can also charge You the following fees:

- a) late or missed payment – £12;
- b) returned payment – £12.

We can change the fees and charges shown above at any time in the circumstances set out at clause 5 of the terms and conditions of this Agreement. We will tell You about any changes. Please refer to clause 5 for more details about how and when We can make any changes and how We will tell You about any changes.

Interest rate applicable to this Agreement

We do not charge You interest on the credit under this Agreement.

Total amount payable

The total credit amount depends on the use of the credit on the Card, its repayment, and the validity of the credit agreement (as such sum may vary, the ‘Total Amount Payable’).

The estimated total amount payable by You, if for example you spend £500 per week is £1322 comprising an annual fee of £35 plus service fees and charges of £1287.

The fees and charges of £1322 have been calculated on the assumptions that You have spent £500 per week on your Card and that amount is paid in full on its due date, the credit is drawn on for sterling purchases only and that there is no change to our fees and charges from the amounts shown below in the section headed ‘Fees and Charges’.*

APR

5.08% APR*

*The %APR together with the charge for credit and the Total Amount Payable shown above have been calculated on the assumption that a 4.95% service fee applies and £35 annual fee is charged and that amount remains outstanding on your Account for

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Registered in England and Wales no: 15240654

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the full statement period; You will make your repayments on time; and You will not default under the Agreement. The above APR does not take into account any changes to the fees or charges We may make under the Agreement.

The above %APR does not take into account any changes to the fees or charges We may make in accordance with clause 5.

Allocation of payments

If You do not pay the balance due in full We will use the amount You do pay to reduce that part of your outstanding balance which is subject to the highest fees and charges before We apply your payment to the parts of your outstanding balance.

Missing payments

Missing payments could have severe consequences and make obtaining credit more difficult.

If You do not pay any amount due under this Agreement on time, We can report your default to a credit reference agency. This could make obtaining credit more difficult for You in the future.

Complaints about this Agreement

If You have a complaint about this Agreement, please contact the Complaints Team on 0344 880 2468 (call costs from outside the UK may vary depending on your service provider). If You wish to contact us by e-mail, please send to headofficecomplaints@radius.com or by writing to Customer Services Department, Radius Velos Limited, Eurocard Centre Herald Park Herald Drive, Crewe CW1 6EG. We will acknowledge the receipt of Your complaint within 3 Business Days, and we will respond to Your complaint within 5 Business Days of receiving your complaint. We will try to resolve any complaints you have about your payment instrument or the service we provide to you via email within 15 Business Days or receiving your complaint or, in exceptional situations within 35 Business Days (and we will let you know if this is the case). We will keep You updated on our progress throughout via phone, email or by letter. A full copy of our complaint procedure is available upon request.

Financial Ombudsman Services

If You are unhappy with our response and You deal as a consumer, you can complain to the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London E14 9SR, www.financial-ombudsman.org.uk. The Ombudsman can also be contacted by telephone at 0800 0234567 or +44 207 964 0500 if calling from abroad (call costs from outside the UK may vary depending on your service provider), or by email at complaint.info@financialombudsman.org.uk.

If You are a business customer, then You may be able to complain to the Ombudsman. The Ombudsman will be able to tell You whether or not They can look at your complaint.

Complaints about the Card

The Card Issuer will do everything it can to make sure You receive the best possible service in relation to the Card. However, if You are not happy with how your complaint about the Card has been managed by the Customer Services team and You wish to escalate your complaint, You should contact the Card Issuer at PO Box 1374, 1 Montarik Building, 3 Bedlam Court, Gibraltar, email address: complaints@idtfinance.com, web www.idtfinance.com in the first instance for further assistance. A copy of the Card Issuer's complaints policy can be found on its website or requested by contacting the Card Issuer.

Financial Services Commission

If, having exhausted the Card Issuer's complaints procedure, You remain unhappy, You may complain to the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, e-mail complaints@gfsc.gi, web www.fsc.gi. It is important to be aware that legally it is not the role of the Gibraltar Financial Services Commission to resolve disputes between You and the Card Issuer.

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This Velos Corporate Card Agreement, (the “Agreement”) is made between:

1. Definitions

- 1.1 These terms and conditions apply to any holder of this card (the “Card”). By using your Card, you are demonstrating your agreement to the terms and conditions set out in this Agreement.
- 1.2 “**Account**” means your account with Us under the terms of this Agreement.
- 1.3 “**Agreement**” means this agreement between You and Us.
- 1.4 “**Card**” means any Velos Corporate Card, or any alternative card issued to a Cardholder under these Terms and Conditions.
- 1.5 “**Cardholder**” You and any person You nominate under Clause 2.3.
- 1.6 “**Card Details**” means any information relating to a Card, including the Card number, which may be required to make a Transaction.
- 1.7 “**Card Issuer**” means IDT Financial Services Limited.
- 1.8 “**Credit Limit**” means the maximum debit balance allowed on your Account.
- 1.9 “**Micro Enterprise**” means an enterprise which, at the time this Agreement is entered into, is an enterprise as defined in Article 1 and Article 2(1) and (3) of the Annex to Recommendation 2003/361/ EC which, in summary, is any entity engaged in economic activity, irrespective of its legal form, which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed 2 million Euro.
- 1.10 “**Charity**” means, in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006.
- 1.11 “**Software**” the expense software application provided by us to You by way of software as a service.
- 1.12 “**Transaction**” means any payment made or cash advance obtained by the use of the Card or any Card Details.
- 1.13 “**Unauthorised Transaction**” means a Transaction or other drawing on your Account which was not made or authorised by You or a Cardholder under these terms and conditions.
- 1.14 “**We**”, “**us**” and “**our**” refer to Radius Velos Limited its subsidiaries, associated, and affiliated companies.
- 1.15 “**You**” and “**your**” means the person, persons or organisation entering into this Agreement with us. If there is more than one of You, this Agreement applies to all of You.
- 2.12 You must not run your Account in credit. If there is a credit balance, We may return it to You.
- 2.13 When considering whether You might exceed your Credit Limit as a result of a Transaction, We may take into account the amount of any immediate payments which are due to go out of your Account, together with the total amount of any other payments that We are processing and have not yet been added to your Account balance and fees or charges that You might incur.
- 2.14 Cards may not be used for any illegal purpose or in any manner prohibited by law.
- 2.15 Cards and credit drawn under this Agreement must only be used for authorised Transactions for the purposes of your business and for no other purpose e.g. personal use.
- 2.16 A Card may not, in any circumstances, be used to guarantee (“GFSC”). The Card is intended for use as a means of payment only. The Card will expire on the expiry date detailed on the Card and will cease to work.
- 2.3 The electronic money associated with the Card is issued by the Card Issuer to You.
- 2.4 The production of the Cards and the technology systems required to operate the Cards are provided by Us. We are incorporated and registered in the United Kingdom.
- 2.5 Once a Cardholder receives a Card, the Cardholder can use it (or the Card Details) to make purchases and cash withdrawals subject to the terms of this Agreement.
- 2.6 The amount of each Transaction will be debited to your Account and We will provide You with credit for Transactions debited to the Account up to your Credit Limit in the manner set out in and subject to the terms and conditions of this Agreement.
- 2.7 You can ask us to issue an additional Card to any natural person You nominate as long as they are eligible for a Card.
- 2.8 You must ensure that your Card is signed immediately on receipt and that You comply with Terms and Conditions and any reasonable instructions that We may give about using Cards, including Card Details and PINs, and keeping them safe.
- 2.9 You are responsible for all use of your Account by Cardholders, even if they do something which makes You break this Agreement. You must ensure that each Cardholder uses their Card according to the terms and conditions of this Agreement.
- 2.10 If You want to cancel any Card, You are responsible for destroying or returning the Card.
- 2.11 You must not exceed your Credit Limit. We may refuse any Transaction if We reasonably consider that it could result in You exceeding your Credit Limit. If We authorise a Transaction and You exceed your Credit Limit as a result, this does not mean that We have agreed to an increase in the relevant Credit Limit. We can refuse further Transactions and/or ask You to make an immediate payment to your Account to bring the outstanding balance on your Account within your Credit Limit at any time after your Credit Limit has been exceeded.

2. Using your Account and Card

- 2.1 Cards are issued by the Card Issuer, IDT Financial Services Limited, pursuant to a licence from Mastercard International Incorporated. The Card Issuer is regulated and authorised by the Gibraltar Financial Services Commission. The registered office of the Card Issuer is: 57-63 Line Wall Road, Gibraltar. The registered number of the Card Issuer is 95716. At all times the Card remains the property of the Card Issuer. The Card Issuer is the payment services provider and e-money issuer for the purposes of this Agreement.
- 2.2 The Card is an electronic money (“e-money”) product, regulated by the Gibraltar Financial Services Commission

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payment of any cheque or as evidence of identity to help You or a Cardholder to cash a cheque.

- 2.17 For cash withdrawals, a Card may only be used within the daily cash limit agreed by Us and notified to You from time to time. We may from time to time change the daily cash limit applicable to your Account. Please see Clause 5 below for further details.
- 2.18 Where Clause 7 applies We can ask You not to use a Card and to prohibit all or any of the Cardholders from using them and You must return such Cards to us. If We ask You to return a Card or if We believe a Card is being misused, We may put a stop on it or ask others to hold onto it.
- 2.19 We may send You another Card, as a replacement for an existing Card or as an additional Card on your Account. The Card that We send You may have a different account number, different branding or be part of a different Card acceptance scheme. The terms that apply to the new Card will be the same or better than your then existing terms, but We may make changes to these terms under Clause 5. We will tell You about any changes to the terms under Clause 5.

3. Fees and Charges

- 3.1 Annual fee of £35 per card, payable on the account opening and, on each anniversary, thereafter.
- 3.2 Annual fee of £35 for each additional card, payable on the card order and on each anniversary thereafter.
- 3.3 All charges to your Account in respect of Transactions made using your Card or Card Details shall be debited in Sterling. If You use your Card or Card Details to pay for goods and services or to effect other Transactions in a different currency to Sterling, then the currency amount payable shall be converted into Sterling at the Mastercard® conversion rate at the time your Transaction is processed. The Mastercard conversion rate is displayed on www.mastercard.com. The Mastercard conversion rate may vary throughout the day and is not set by us. We will also charge You the applicable service fee for non-Sterling transactions as shown above on page 1 of this Agreement in the section headed 'Fees and Charges'.

4. Making Payments

- 4.1 You must make all payments to us in sterling.
- 4.2 You must make all payments on the due date. We will send You a weekly statement showing the amount payable and the due date for payment, as set out above under 'Repayments' or as changed in accordance with Clause 5. To help You to do this, your payment will be taken by Direct Debit.
- 4.3 You must have an activate Direct Debit in place to operate this account.

5. Changes to this Agreement

In this Clause We set out how and when We can make changes to this Agreement.

5.1 Changes to all Terms

We can make changes at any time to the terms of this Agreement, including changes to our fees and charges, changes to the Credit Limit or cash limit and changes to any other term of this Agreement in order to take account of any of the following factors:

- Changes in financial market conditions, banking practice, to the structure of our group or persons through whom We offer our products and services;
- Alterations in the costs of maintaining your Account;
- Complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice.
- Changes in technology, such as differences resulting from new IT systems, security systems or other processes.
- The introduction of a new service or improvements to the services.
- We already offer You; and/or the correction of any genuine mistakes or omissions or to make the terms of this Agreement clearer or more favourable to You. This may include adding new terms or deleting old terms or both.

5.2 Changes to Charges

- We may change our fees and charges, including by introducing a new type of fee or charge, to take account of any of the factors listed above at Clause 5.1.
- Where We make a change to comply with a legal or regulatory requirement, the change will be a fair proportion of the cost of compliance on our business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs.
- We will not change our charges to cover the same cost twice. In addition to the factors listed above at Clause 5.1, We may also change the fees and charges applicable to your Account for reasons which are personal to You. These reasons may be based on a number of factors such as your personal credit risk profile, whether You keep to the terms of this Agreement and the way in which You use the Card and your Account.

5.3 Changes to the Credit Limit

We can change your Credit Limit and/or your daily cash withdrawal limit at any time. In addition to the factors listed above at Clause 5.1, We may change the Credit Limit and/or cash withdrawal limit applicable to your Account for reasons which are personal to You. These reasons may be based on a number of factors such as your personal credit risk profile, whether You keep to the terms of this Agreement and the way in which You use the Card and your Account. Before increasing or decreasing the Credit Limit We will carry out appropriate checks. If You do not want us to increase the Credit Limit, You can ask us not to make the increase. At any time, You can ask us not to offer You future increases in your Credit Limit

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and to stop giving You information about increases to your Credit Limit. Before We agree to significantly increase your Credit Limit, We will assess your credit profile based on our own records and/or the records about You held by the Credit Reference Agencies. If You want to decrease your Credit Limit and/or the daily cash limit You can ask us to do this at any time.

5.4 Notifying You of Changes

We will tell You about any changes to this Agreement including any changes to our fees and charges and/or to your Credit Limit or cash limit by:

- Telling You about the change in your weekly statement; or
- Sending You a separate written notice by post or electronically (including by e-mail, SMS messages, or similar) except for changes to your Credit Limit, if a change that We make is to your benefit, We can make the change immediately and We will tell You about it within 30 days of the change having taken place. Except for changes to your Credit Limit, if a change that We make is not to your benefit We will give You at least 60 days' advance notice of the change and if You wish to do so, within 60 days of being told about the change, You can give us notice to close your Account. Please refer to Clause 6 below for details of how You can do this. If We increase your Credit Limit, We will give You at least 30 days' advance notice of any increase unless You tell us that You want the increase to take effect immediately.

6. Term and Termination

- 6.1 This Agreement has no fixed duration: it will continue until You or We choose to close your Account. Either of us can close the Account by giving written notice to the other. You may alternatively notify us by telephone the number listed in Clause 10 (And notice by one of You will be binding on all of You). Unless Clause 6.2 applies, We will give You two months' notice before We close the Account. You must destroy all Cards and cancel any instructions You have given to others to charge Transactions to your Account. You must make all payments due and this Agreement will continue until all amounts You owe have been paid including amounts added to your Account after the notice to close the Account.
- 6.2 We may close your Account and require You to repay immediately all amounts You owe us under this Agreement if:
- a.) We reasonably believe that You have broken this Agreement or any other Agreement You have with us regularly or seriously.
 - b.) As a sole trader or partner, You die, or You become bankrupt or are likely to become bankrupt or if as a person or organisation (whether incorporated or not) any step, application or proceeding is taken by You or in respect of the whole or any part of your undertaking for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration or receivership (administrative or otherwise); or You or the Card Issuer terminates the Terms and

Conditions, but We will follow any legal requirements before We do so.

7. Refusal of Transactions

- 7.1 We may at any time:
- Refuse to allow or authorise payment under any Transaction.
 - Suspend, restrict, or terminate your (or any Additional Cardholder's) right to draw upon credit; and or
 - Withdraw the Card.
- 7.2 If We refuse to authorise or otherwise decline a Transaction, you will be told in accordance with the Terms and Conditions. If We take any of the other steps listed above, then We will tell You. We will also tell You why We have suspended, restricted or withdrawn your use of the Card and your use of the Account, unless legal reasons mean that We cannot give You this information. We will give You advance written notice if possible; otherwise, We will give You written notice by email immediately after taking the relevant steps.
- 7.3 We will be entitled to take the steps referred to in Clause 7.1 above if:
- You are in breach of this Agreement.
 - We have reasonable grounds to believe that there is a significantly increased risk that You are getting into, or are in financial difficulties, or are or may become bankrupt or subject to a voluntary arrangement or are unable to fulfil your obligations to repay the credit.
 - (Being an individual) You die.
 - We have reasonable grounds to suspect unauthorised use of the Card, fraud, theft, or dishonesty.
 - There is a change in your personal risk profile.
 - Any information provided by You to us is inaccurate or misleading.
 - We have any legal, regulatory, or other objectively justifiable reason.
- 7.4 If a Transaction is refused this Agreement will, subject to Clause 6, continue and neither We nor the Card Issuer shall be responsible or incur liability for any loss or damage You may suffer as a result.

8. Governing Law and Jurisdiction

- 8.1 This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by English law.
- 8.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement (a 'Dispute') (including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual or other obligation arising out of or in connection with this Agreement) or the consequences of its nullity.
- 8.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

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9. General

- 9.1 If We break this Agreement, We will not be liable to You for losses and costs caused by abnormal or un-foreseeable events or by events beyond our control, including, but not limited to, any machine failing to work or industrial disputes, or resulting from us complying with any relevant requirement under any law or regulation to which We are subject.
- 9.2 If We break this Agreement and You are not a Micro Enterprise or a Charity, then we shall not be liable to You, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of revenue, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, loss of production, business interruption and/or any special, indirect or consequential damage that arises under or in connection with the Agreement.
- 9.3 You will be liable for all amounts owed to us under this Agreement. Where there is more than one of You, You will each be jointly and severally liable for money owed to us.
- 9.4 You must tell us as soon as possible if there is a change to You or your business' name, postal address, e-mail address or telephone number and if any of these details change for any additional Cardholder. We must also be advised of any material changes to your business ownership and any changes to your personal information (name and address and other contact details) or the personal information of your partners (if you are a partnership) or your members (if you are a club or other incorporated association) and Cardholders.
- 9.5 Where a Cardholder is your employee, You must tell us as soon as possible if the Cardholder has ceased or is about to cease employment with You or if You withdraw the authority of the Cardholder to use the Card.
- 9.6 You must have a UK business address. You must tell us if You cease to have a UK business address.
- 9.7 We may transfer to any other person any or all of our rights and duties under this Agreement at any time (including, without limitation, our duty to lend to You). We do not need your permission to do this, but You will be told about any such transfer as soon as reasonably possible afterwards or on the first occasion that the arrangements for servicing your Account change.
- 9.8 There may be other taxes and or costs, which are not paid through us or charged by us, that You must pay in connection with this Agreement.
- 9.9 These Terms and Conditions of Use are concluded in English. All communications with the Customer will be in English.

10. IMPORTANT: loss, theft, or misuse of the Card

If any Card, Card Details or PIN are lost or stolen or liable to misuse, call us on 0330 124 3562 or +44(0)344 880 2468 from abroad (call costs from outside the UK may vary depending on your services provider).

- 10.1 If the Card is lost or stolen or if You know or suspect that the Card Details have been misused or are likely to be misused, then You must inform us as soon as You reasonably can, using the contact details set out in the box above. If You call us, We may ask You to confirm things in writing within 7 Business Days of your call. We can also ask You to provide further information to help us look into any unauthorised use of your Card, PIN, or security details.
- 10.2 We may need to contact You urgently if we suspect or find fraudulent activity has occurred on Your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing You, if we think this is the quickest way to contact You. When we contact You, we will also give You information on how You can minimise any risk to Your payment instrument depending on the nature of the security threat. We will use the same contact details which You have already provided us with when contacting You. You must inform us immediately if Your personal details or contact information change. Clauses 10.3 to 10.7 apply only if you are a Micro Enterprise or a Charity:
- 10.3 If You are a Micro Enterprise or a Charity and if a Transaction made using the Card was not authorised by You, We will immediately refund the full amount of the Transaction to your Account and, if necessary, restore your Account to the state in which it would have been had the Unauthorised Transaction not taken place.
- 10.4 We do not have to refund a Transaction or restore your Account under Clause 10.2 if any of the following apply:
- You do not tell us about the Unauthorised Transaction within 13 months of the date on which the Transaction was made from your account.
 - We can show that You did authorise the Transaction on your Account.
 - We can show that You acted fraudulently.
- 10.5 If the Unauthorised Transaction arises as a result of Your Card or Card Details being used by someone else to make a payment by telephone, using a mobile device or online then You will not be liable for any losses incurred as a result of the Unauthorised Transaction, unless We can show that You did authorise the Transaction or that You acted fraudulently.
- 10.6 If the Unauthorised Transaction arises from the loss or theft of a Card or misappropriation of the Card Details because You have failed to keep safe the Card and/or Card Details You will be liable up to a limit of £35 for any losses.

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10.7 If We can show that You deliberately failed to keep safe your Card and/ or Card Details or You failed to keep safe your Card and/or Card Details because You were grossly negligent, then You may be liable for all losses in respect of an Unauthorised Transaction up to the time that You tell Us that your Card and/ or Card Details have been lost, stolen or could be misused by someone.

Non-Micro Enterprises and Charities

10.8 If you are not a Micro Enterprise or a Charity and if the Card is lost or stolen or if You know or suspect that the Card Details have been misused or are likely to be misused, then You must notify Us under Clause 10.1 above. You will have no liability for any Transactions made using the Card after You have notified us in accordance with Clause 10.1. You will be liable for any Transactions including Unauthorised Transactions made using the Card and/or the Card Details prior to such notification under Clause 10.1.

10.9 You can contact Customer Services for advice or with queries via our website at www.veloscard.com call us on 0344 880 2468 (call costs from outside the UK may vary depending on your services provider) or write to us at Customer Services Department, Radius Velos Limited, Eurocard Centre, Herald Park, Herald Drive Crewe CW1 6EG.

10.10 If You have any questions relating to your Account including any difficulty with your payments, call Customer Services. If We ask, You must write to us within seven days to confirm your call.

10.11 You can ask us for a copy of this Agreement at any time or view and/or download a version at www.veloscard.com

10.12 Credit on The Velos Corporate Card is provided by Radius Velos Limited (Company Registration No: 15240654) with its head office at Eurocard Centre, Herald Park, Herald Drive, Crewe, Cheshire CW1 6EG.

11. Incorrect Transactions and Refunds

Clauses 11.1 to 11.4 inclusive apply only if You are a Micro Enterprise or a Charity:

11.1 If a Retailer gives you a refund in respect of a Transaction which You made using Your Card we will credit the Account with the amount of the refund only when we receive a refund voucher from the Retailer which is acceptable to us.

11.2 If You tell us that a Transaction debited to your Account is not correct, we will ask you for information to help us investigate. Provided that You have informed us of the Transaction without undue delay and no later than 13 months after the date of the Transaction, if we find that the Transaction is incorrect we will without delay refund the full amount of the Transaction and restore your Account to the position in which it would have been had the incorrect Transaction not taken place. If we do not agree that You are entitled to a refund, we will tell you why, including where this is because You have exceeded the 13 month time limit for notifying us of the Transaction.

11.3 If You authorised a Transaction and at the time You authorised the Transaction You did not agree a specific price, then You can request a refund from us if the amount You are charged for the Transaction is more than You reasonably expected, taking into account your spending patterns and other relevant circumstances. We will ask You for information to help us investigate your request for a refund, including evidence that the authorisation did not specify the exact amount of the Transaction when the authorisation was made, and that the amount of the Transaction exceeded the amount that You could reasonably have expected. Within 10 Business Days of receiving your request for a refund or within 10 working days of receiving any information that we ask You for, whichever is the later, we will either refund the amount in full, or If we do not agree that You are entitled to a refund we will tell You why. Where we refuse Your request for a refund, we will provide You with details of the bodies to whom You may refer the matter if You do not agree with our decision.

11.4 We do not have to agree a request for a refund under Clause 11.3 if any of the following apply:

- The Retailer with whom the Transaction was made is outside the European Economic Area.
- You do not make Your request for a refund within 8 weeks from the date on which the Transaction was charged to Your Account.
- The reason that the Transaction is more than You reasonably expected is due to exchange rate fluctuations and You were told about the reference rate which would be used to calculate the exchange rate and this rate was applied to Your Transaction;
- You authorised us directly to make the Transaction and you were provided with information about the Transaction at least 4 weeks before the date for payment.

11.5 If You are not a Micro Enterprise or a Charity then, subject to Clause 10.8, you are liable for all Transactions.

12. How We use your information (Privacy Statement)

12.1 By 'your information' We mean 'various categories of' personal and financial information – allowing us to include 'special category' data where applicable about you and your business and certain other people (such as your business partners, directors, and financial associates) that We need to collect, use, share and store. This includes information We:

- a.) Obtain from You or from third parties, credit reference agencies (who may search the Electoral Register and any other public or private database they have access to), fraud prevention agencies or other organisations when You apply for an Account (or any other product or service), or which You or they give us at any other time, through any type of communication verbal or written including letters, calls, emails, or through our websites, registrations, researches;
- b.) Learn from the way You use and manage your Account from

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the Transactions You make such as the date, amount, currency and the name and type of supplier You use and from the payments which are made to your Account.

- 12.2 A 'financial associate' is someone living at the same address as You with whom You have a personal relationship and manage your finances jointly in a similar way to a spouse or life partner. This does not include temporary arrangements such as students or flatmates or business relationships, but will include joint account holders, anyone
132. You have told us is a financial associate of yours, and anyone identified by the credit reference agencies' records as your financial associate (You can apply to the credit reference agencies to ask them to de-link someone who is one of your financial associates).

How We use your personal information

12.3 We will use your information:

- a.) To check your eligibility when You apply for any credit and credit related products, check details, verify your identity and the identities of any directors, business partners or shareholders.
- b.) To administer and manage your application and Account, give You statements and provide You with products and services, inform You about changes to the features of those products or services or their operation.
- c.) For assessment, testing (including systems tests) and analysis, including credit and/or behaviour scoring, statistical, market and product analysis to generate statistical reports to be shared internally. These reports are aggregated and will not contain any information that identifies You.
- d.) To prevent, detect and prosecute money laundering, fraud and other crimes.
- e.) To improve the accuracy of our records.
- f.) To develop and improve our services to You and other customers.
- g.) To respond to your inquiries or complaints.
- h.) To carry out regulatory checks or other work to meet our obligations to any regulatory authority.
- i.) To protect our interests, including locating You and recover any debts You owe, to process and collect charges.
- j.) To identify and inform You by letter, telephone, text messages or electronically about products and services (including those of others) which may be of interest to You; and
- k.) In any other ways described below.

12.4 if you have 'explicitly consented' will keep information about You and how You manage your Account private and confidential, but may share it as follows:

- a.) With credit reference agencies and fraud prevention agencies in the ways described below.
- b.) With people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.

- c.) With any company that We are providing products or services in conjunction with.
- d.) With anyone whose name or logo appears on the Card issued to You.
- e.) With anyone to whom We transfer or may transfer our rights and duties under this Agreement.
- f.) With any third party as a result of any restructure, sale, merger or acquisition of any company within the same group of companies as us, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
- g.) If You have consented.
- h.) If We have a duty to do so or if the law, public interest, or this Agreement allows us to do so; and
- i.) With the Card Issuer.

12.5 We will use your information in accordance with our data protection policy, a copy of which can be found here: www.radius.com/data-protection/. We may use automated processes when We use your information for any of the purposes listed in the Privacy Statement and/or elsewhere in this Agreement. If We decline your application for credit or an application for an increase in your Credit Limit using only automated decision-making means, We will tell You. You have a right to ask us to review our decision if this applies.

12.6 You may contact us at any point if you wish to no longer receive information about our other product and services. You can contact us either by calling 0344 880 2468 or by writing to Customer Services Department, Radius Velos Limited, Eurocard Centre, Herald Park, Herald Drive, Crewe CW1 6EG. If You are not eligible for a Velos Corporate Card at this time, unless You contact us, You agree that We may use your information to send You details of alternative products.

12.7 We will retain information about You after the closure of your Account for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes. This will include the retention of Your personal data for 6 years after You stop being a customer in line with regulatory requirements. We are obligated under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692) to retain personal data about You and Your transactions with us for up to 5 years. As an appointed agency of an FCA regulated e-money institution, You can redeem your e-money up to 6 years after the termination of your account.

Credit reference and fraud prevention agencies

12.8 We use credit reference agencies and fraud prevention agencies to:

- a.) Make enquiries when You apply for any lending products, or to assist us in managing your Account, for example if We wish to consider changing your Credit Limit, or offering You other products, now or in the future. When making enquiries We search on:

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- Publicly available information about You and your business partners including personal credit behaviour.
 - Information about the way your directors have handled any personal borrowings, if their other businesses had three or fewer directors or partners.
 - Information about your business, your business accounts, the beneficial owners of your business.
 - If You are a director, your residential address to confirm it is the same as that registered at Companies House.
 - Information about the personal accounts of any 'financial associate' of yours.
- b.) Share information about You and how You manage your Account. If You give us false or inaccurate information or We suspect or identify fraud, the credit reference agencies will:
- Record the information We supply to them, including previous and subsequent names of people authorised to operate the account and details of how the account is run.
 - Record the amount of any outstanding debts if You have borrowed from us and not repaid in full and on time. Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by You or defaulted.
 - Use and supply information about shareholders who beneficially own your business only with their specific consent or for the purpose of checking identities.
- 12.9 Credit reference agencies may use the data We provide for the undertaking of periodic statistical analysis, testing and development to develop and ensure the integrity of existing and future products and services.
- 12.10 Any enquiry We make at a credit reference agency may be assessed with reference to any 'financially associated' records.
- 12.11 Credit reference agencies will not use information about You to create a blacklist or make a decision.

Credit Fraud prevention information.

- 12.12 If You or your business partners are directors, We will confirm that the residential address(es) You have supplied match those on the Companies House restricted register of directors' addresses. For directors whose addresses are protected under the Companies Act 2006, the address(es) You supply will be checked against the credit reference agency's internal proprietary directory.
- 12.13 Any information recorded by credit reference agencies and fraud prevention agencies may be used by us and other organisations to make assessments for credit and to help make decisions about your business or your business partners on credit and credit related services, trace debtors, recover debts, prevent crime, fraud and money laundering, verify your identity and manage your accounts including to update and maintain the accuracy of our records.
- 12.14 Any information recorded by fraud prevention agencies may be accessed and used as described by us and other

organisations including law enforcement agencies in the UK and in other countries. This information may also be used by other organisations when checking details of job applications and employees.

International Transfers

- 12.15 If We transfer your information to a person, office, branch, organisation, service provider or agent in another country outside the EEA, We will make sure that they agree to apply the same levels of protection as We are required to apply to information held in the UK and to use your information only for the purposes that We have permitted.
- 12.16 In order to make or receive some payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). By using your Card to make payments You agree to this on behalf of yourselves and other involved in your payments.
- 12.17 For information about the data the credit reference agencies hold about You, You can contact the credit reference agencies directly. The information they each hold about You may not be the same, so You should consider contacting them all. They will charge You a fee for this service.

Further information

- 12.18 You can ask us for a copy of the information We keep about You. We will provide a copy of the information we hold about You within one month of receipt of Your request. This information will be provided free of charge, save for where we believe the request to be excessive or where You request further copies of your data following a request, in such instances we may charge a reasonable fee which will be based on the administrative costs of providing the information. If You believe that any information We hold about You is incorrect or incomplete, You should write to us immediately. If We find that any information is incorrect or incomplete, We will correct it promptly.
- 12.19 If you are unhappy with our response to a request to provide access to your personal data or to correct the information we hold about you under Clause 12.18 or 12.19 above, you may lodge a complaint with the Information Commissioner's Office (ICO). The ICO can be contacted by email (casework@ico.org.uk), telephone (0303 123 1113), or via their website (ico.org.uk/global/contact-us/).
- 12.20 To find out more about how the information held about you is protected by the Card Issuer, please refer to their Privacy Policy www.idtfinance.com/privacypolicy.pdf
- 12.21 To find out about information held about You by credit reference agencies, You can contact them directly: Equifax PLC, Customer Service Centre, PO Box 10036, Leicester LE3 4FS or call 0800 014 2955 or log on to www.equifax.co.uk

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myequifax.co.uk
Experian, Consumer Help Service, PO Box 9000, Nottingham
NG80 7WF or call 0800 013 8888 or log on to www.experian.
co.uk.
TransUnion, Consumer Services Team, PO Box 647, Unit 4 Hull
HU9 9QZ or call 0330 024 7574 (Personal credit data only)

12.22 Please contact us if You want to receive details of the fraud prevention agencies.
12.23 You agree that calls between us may be recorded and/or monitored in the interest of security, for quality control and to ensure better customer servicing, staff training and account operation.

I am aware that, if I am in any doubts as to the consequence of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I should seek independent legal advice.

Customer Signature:

Authorised Signatory:

Radius Velos Limited Signature:



Authorised Signatory:

L. Everett, Chief Operating Officer

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Appendix: Velos Expense

The following additional terms and conditions apply in relation to your use of the Software.

1. Right of Use and Intellectual Property Rights

- 1.1 All intellectual property rights to the Software and/or accessories, including but not limited to advice, designs, documentation, quotations, etc., are vested exclusively in us or our suppliers/licensors.
- 1.2 By concluding this Agreement, We grant You the non-exclusive and non-transferable right to use the Software. This right of use is strictly personal, not transferable, not pledgeable and not sub-licensable.
- 1.3 The right of use ends upon termination of this Agreement or the termination of the right to use the Software.
- 1.4 You have no right to and no access to the source code of the Software.
- 1.5 The data that You store or process by means of the Software is and remains your property. You grant us and our suppliers a right of use with regard to these data for, among others, performance of the Agreement, development of the Software and in the event that we are obliged to take cognisance of the data concerned under a statutory provision or a court order.

2. Our obligations

- 2.1 We do not guarantee that the Software will be available at all times, continuously and operate without malfunction.
- 2.2 Target times specified by us in relation to the delivery and/or provision of the Software are always approximate and are never final target times.
- 2.3 We have the right to temporarily decommission the Software or parts of it for maintenance, modification or improvement. We will endeavour to have such decommissioning take place outside office hours as much as possible and will inform you, if necessary, in a timely manner of the planned decommissioning and the expected duration, but cannot guarantee this and are not liable for any damage in connection with such decommissioning.
- 2.4 We will keep the Software up to date. However, We may be dependent on our supplier or suppliers for this. We are entitled to refrain from installing certain updates or patches if, in our sole opinion, this does not benefit the correct operation of the Software or is not in your interests.
- 2.5 We will respond as quickly as possible to any request for support. A response is defined as a confirmation of receipt of the request with substantive feedback and an announcement of the action that We will take and the resolution time (if applicable). After the request has been received and the response has been given, We will work on a solution to the request. The solution will be made available within a reasonable term.
- 2.6 A solution as referred to in the previous paragraph may concern a workaround. A workaround is a solution that does not solve the problem permanently but limits its impact or provides a route around the problem. We will endeavour to deliver a workaround as soon as possible, followed by a real

solution as soon as it is ready.

- 2.7 The times stated by us for responding or providing a solution are target times and indicative only. Although We endeavour to meet target times, no guarantees are given that a response or solution will actually be delivered within these target times. We have no liability for damage resulting from failure to meet a target time.
- 2.8 We or our supplier will make temporary backups of data stored by means of the Software for the purpose of contingency management. Upon request and against payment of a reasonable fee, We will make a copy of this data available for use in other systems, to the extent that this is technically possible.

3. Project Leader

- 3.1 You are obliged to appoint a project leader during the term of this Agreement in relation to the Software. The project leader must have the necessary experience, knowledge and expertise. In addition, the project leader must be authorised to represent you and make important configuration and other choices.
- 3.2 The project leader is the contact person for us. The project leader is also the person maintaining contact with us in the event of incidents, defects and/or contingencies related to the Software and its operation.
- 3.3 You are obliged to train and inform your employees about the correct operation of the Software. The project leader is the first point of contact for your employees. You are also obliged to instruct your employees in such a way that questions from users and other questions, incidents, defects, etc. are first presented to the project leader. You are obliged to first consult our supplier's knowledge base for a solution. If no solution is found there, the project leader will contact us.
- 3.4 If the conditions set out clauses 3.1, 3.2 or 3.3 above are not met, We may charge You for support costs. The costs will be charged on a case-by-case basis, based on the applicable hourly rate, and will amount to at least £25 per case.

4. Your obligations and responsibilities

- 4.1 At our request, the Customer will provide the cooperation and/or provide information desired by us in a timely manner.
- 4.2 You are responsible for the hardware and connections required for access to the Software. We at all times reserve the right to refrain from supporting or to only partially support obsolete and unsafe hardware.
- 4.3 You are responsible for the use of recent web browsers and operating systems supported by us or our suppliers. We at all times reserve the explicit right to refrain from supporting or to only partially support obsolete and unsafe web browsers.
- 4.4 You are responsible for the content, supply, control and migration of all data to be implemented and processed in the Software.

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- 4.5 You are not permitted to:
- a.) Allow third parties to use the Software;
 - b.) Use the Software for acts that violate English, Dutch or other applicable laws and regulations. This includes storing or distributing information that is libellous, defamatory or racist;
 - c.) Use the Software in such a manner as to cause nuisance or inconvenience for other users;
 - d.) Cause malfunctions and/or damage in the Software;
 - e.) Use the Software in a punishable or unlawful manner;
 - f.) Infringe our or our suppliers' intellectual property and/or third parties; and
 - g.) Disclose, reproduce and/or otherwise share data, information and/or know-how of ours or our suppliers' with third parties.
- 4.6 If We discover or reasonably suspect that You are not complying with your obligations under this Agreement or these terms and conditions, we are entitled to block the use of the Software by You until further notice and suspend the implementation of this Agreement or these terms and conditions, or to take any other required measures, without being obliged to pay any compensation. In that case, You are explicitly obliged to continue to meet all contractual and outstanding obligations.
- 4.7 You are obliged to protect your account against unauthorised access by third parties by means of a username and password. In particular, You are required to keep the password strictly confidential.
- 4.8 You are required to inform us of any suspected unlawful use of the Software.

5. Price, invoicing and payment

- 5.1 We are entitled to increase prices, pricing models and other fees once a year. We will inform You of the increase at least two (2) calendar months before the change takes effect by means of an email and/or in-app notification.
- 5.2 The periodic fee for the Software and its use is always payable monthly in advance. The periodic fee will be invoiced electronically by us and, if desired, collected by us by direct debit, unless otherwise agreed. The periodic fee may fluctuate if the composition of the Software and/or the number of users of the Software changes.

6. Suspension and dissolution

- 6.1 In the following cases, we are entitled to immediately suspend the performance of this Agreement and/or the right to use the Software or to dissolve this Agreement in whole or in part without notice of default and without judicial intervention, without being obliged to pay any compensation and without prejudice to our further rights:
- a.) If You do not, not properly or in time, comply with any payment or other obligation arising from this Agreement; or
 - b.) In the event of bankruptcy, suspension of payments, shutdown, liquidation or full or partial transfer – as security or

otherwise – of You or your business, including the transfer of a significant part of its claims.

- 6.2 In each of the cases referred to in clause 6.1, all our claims against You will be immediately due and payable in full.
- 6.3 Obligations which by their nature are destined to continue even after termination or dissolution of this Agreement will continue to be valid regardless of termination or dissolution of this Agreement.

7. Exit procedure and continuity

- 7.1 We or our supplier provides standard export options within the Software to be able to export data upon termination. If You need additional assistance from us or our supplier, this will, after consultation, be charged on the basis of the applicable hourly rate. We have the right to suspend your data if You do not meet your payment obligation within a reasonable period.

8. Force majeure

- 8.1 In the event of force majeure, We are entitled – at our own discretion – to immediately suspend the performance of the Software for the duration of the force majeure or to dissolve this Agreement in whole or in part without judicial intervention, without us being obliged to pay any compensation.
- 8.2 Force majeure is defined as any circumstance beyond our control – even if this was already foreseeable at the time of concluding the Agreement – that permanently or temporarily prevents or inconveniences the performance of the Agreement, as well as, in so far as not already included therein, disruptions or outages of the internet, the telecommunication infrastructure, a (D)DoS attack, power failures, war or risk of war, strikes, epidemics, lack of personnel and other similar events and/or serious disruptions that affect us or the company of one of our suppliers, transport problems and/or the cancellation or late performance by third parties of purchase or other contracts concluded by us. This applies regardless of whether the circumstances that cause the force majeure occur in the United Kingdom or in another country.

9. Liability

- 9.1 We cannot be held liable for damages resulting from the incorrect and/or incomplete cooperation from and/or information provided by or on behalf of You.
- 9.2 The Software may make suggestions for / be used for the processing of documents and other data. However, the responsibility for the correctness of everything that is processed by You with the Software, including documents and data, remains vested in You and your users at all times.
- 9.3 Without prejudice to the limitations of our liability agreed elsewhere in the Agreement and these terms and conditions, our liability is limited to the re-performance of the services provided, or to compensation of only the direct damage in connection with an attributable shortcoming in the

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performance of this Agreement, up to a maximum of the monthly licence value of three months prior to the moment of the damaging event, but with a maximum of €5,000 annually.

- 9.4 Nothing in these terms and conditions shall be deemed to exclude or limit our liability in respect of any liability which cannot legally be limited, including liability for:
- a.) Death or personal injury resulting from negligence;
 - b.) Fraud or fraudulent misrepresentation; or
 - c.) Loss or damage caused by our wilful intent or our officers, employees, agents, or contractors.

- 9.5 Subject to clause 9.4, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, shall we be liable for any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or in respect of any special, indirect or consequential loss or damage whatsoever.