Supplier Prepaid Terms and Conditions

CONTENTS

BACKGROUND

1 The Company acting as an Issuer and programme manager proposes to provide pre-payment card manufacture and e-money loading services to enable the Client to offer payment services to its customers.

2 The parties now propose that the Company will provide such services to the Client on the terms and conditions set out below.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

"Agreement" the terms and conditions herein and the provisions contained within the Schedules attached hereto.

"AML Regulations" means the Money Laundering, Terrorist Financing, Transfer of Funds (Information on the Payer) Regulations 2017, the Joint Money Laundering Steering Group Guidance, the Proceeds of Crime Act 2002 and all other relevant UK and EU legislation and binding regulatory guidance in force pertaining to anti-money laundering;

"Card" any e-money card (genuine or virtual) provided to the Client or to a Cardholder by or on behalf of the Company pursuant to this Agreement;

"Card Carrier" the paper letter to which a Card is attached.

"Card Expiry Date" means the date of expiry of a Card, after which the card can no longer be used to conduct any Transactions or make any Payment.

"Card Rules" in relation to a Programme, the rules and operating regulations for use of Cards as defined at Schedule 5.

"Card Set" the combination of a Card, Card Carrier and wallet.

"Card Specification" the detailed specification for a Card in connection with a Programme.

"Cardholder" a holder of a Card issued on the instructions of the Client.

"Cardholder Data" data relating to the Cards, Cardholders and Transactions (and in relation to Transactions means the date, location and amount of the relevant Payment and the account to which such Payment relates).

"Carta Worldwide" means Carta Worldwide or any other Processer that the Company may wish to engage to provide the Services from time to time

"Charges" the charges payable under this Agreement details of which are set out in Schedule 3.

"Chargeback Procedure" "means the Chargeback Procedure as set out in Schedule 7.

"Client Marks" means the trademarks (whether registered or unregistered), applications for registration and any internet domain names owned by the Client, as amended from time to time.

"Commencement Date" shall be as per G cloud 15 Call-Off Contract

"Compliance Assist" means Compliance Assist or any other verification provider the Company wishes to appoint in providing Services to support the verification of KYC through monitoring of Politically Exposed Persons (PEP) or sanctions from time to time.

“Confidential Information” means all trade secrets and confidential or proprietary information of a party to this Agreement (including without limitation, any information relating to that party’s business, business operations, intellectual property, processes, plans, product information, know how, market opportunities, customers or customers’ accounts) in whatever medium howsoever communicated.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

“Default” a breach by the Company of its obligations under this Agreement or any misrepresentation or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.

“Deliverables” the Deliverables set out in Schedule 1.**"Direct Payments"** means a scheduled programme set up for consumers that have been means tested to receive social payments through a prepaid card, which has banking capability to enable payment transactions through direct debt, faster payments and transfer from a third party originating bank account, as well as the use of ATM where enabled.

“E-money” means electronically (including magnetically) stored monetary value represented by a claim on the Company which is (i) issued on receipt of funds for the purpose of making payment transactions; and (ii) accepted by a person other than the Company, such as Merchants.

“Exempted Information” any information or category of information, document, report, contract or other material containing information relevant to this Agreement that has been designated by the Company and the Client as potentially falling within an FOIA Exemption including, but not limited to, pricing and other commercially sensitive information.

“FCA” means Financial Conduct Authority**,** in which the Company is registered to offer the Services (Registration Number 900539)

“FOIA” the Freedom of Information Act 2000 as amended from time to time.

“FOIA Exemption” any applicable exemption from the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA).

“Good Industry Practice” that degree of skill, care, prudence, foresight and quality and practice which would ordinarily be expected of a skilled and experienced supplier engaged in the same or similar type of undertaking as that of the relevant Party under similar circumstances

"Initial Term" has the meaning given to it in Clause 2.1.

"Instant Issue" means a scheduled programme set up for consumers that require emergency payments to support instant requirements from welfare to domestic emergencies ie. Floods. This programme does not offer banking capability, although consumers can use of ATM where enabled.

"Intellectual Property" all current and future copyright, patents, trademarks, rights in databases, inventions, trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any country of the world.

"Issuer" means the sponsor of the programme working within the prescribed scheme rules and collateral to support the Programme as set out in the Programme Overview

"**IVR**" means Interactive Voice Recognition Software.

"**KYC**" "know your customer" investigations as required by the AML Regulations.

"Mastercard©" means Mastercard International Inc and/or Mastercard Incorporated and any agents or contractors appointed from time by the Mastercard Group to administer the MasterCard Payment Scheme;

"Merchant" an authorised trader or service provider who may accept payments for goods or services by way of Payments.

"Negative Balance" means a negative balance on a Card so that Payments made using such Card exceed the E-money loaded onto such Card.

"Parties" the parties to this Agreement.

"Payment" the payment by the Company, acting as issuer of a Card, from the Prepaid Funding Account to a Merchant upon instruction by the Cardholder and authorisation by MasterCard.

"PCI-DSS" means the Payment Card Industry Data Security Standard.

"Personal Data" shall have the meaning given to it in the Data Protection Legislation.

"PIN" means a Personal Identification Number.

"Prepaid Card" any e-money card provided to the Client or to a Cardholder by or on behalf of the Company pursuant to this Agreement;

"Prepaid Funding Account" a bank account held by the Company where the monies from the Client are held in 'Trust', and in accordance with any relevant Regulations for the purposes of receipt of cleared funds from the Company and allocation of money to Cards.

"**Processor**" means the processor that is commissioned by the Company to process transactions related to the Services.

"Product Definition" the specifications of Programmes agreed between the Parties pursuant to this Agreement.

"Programme" a card programme developed by the Company for the Client specified in Schedule 1 or as may otherwise be agreed between the Parties in writing from time to time.

"Programme Manager" means the provider of the platform and associated portals to support the delivery of the prescribed programmes, within the scheme rules and regulation as set out in the Programme Overview.

“**Programme Overview”** a document that is completed with the client to determine the type of Services required

“Records” all data, records and documents relating to Cards, Cardholders, and Transactions including Cardholder contracts, communications and records of communications with Cardholders and potential Cardholders, payments by Cardholders and Transactions.

“Regulations” all applicable laws, regulations, and all written guidance of general application issued by any competent regulatory authority or agency in the United Kingdom in respect of the subject matter of this Agreement, including without limitation, the code relating to PCI DSS compliance, all sections of the Financial Conduct Authority Handbook applicable to electronic money issuers and any applicable national rules implementing (i) Directive 2009/110/EC of the European Parliament and Council on the taking up, pursuit of and prudential supervision of the business of electronic money institutions and (ii) Directive (EU) 2015/2366 of the European Parliament and Council on payment services in the internal market and any implementing, supplementary, related or amending legislation or guidance thereof;

“Services” the Services to be provided by the Company to the Client pursuant to this Agreement.

“Specifications” the specifications of the Deliverables and/or the Services to be provided in connection with the Programme set out in Schedule 2.

“Suppressed Card” means a creation of an account without issuance of a Card, pursuant to this Agreement;

“Term” means the term of this Agreement as set out in Clause 2.

“Termination Period” has the meaning set out in clause 25.2

“Termination Service” means any part or all of the Services provided by the Company during the Termination Period

“Transaction Charges” the charges levied by the Company for each Transaction.

“Transaction” an act, initiated by the Cardholder or on their behalf or by a Merchant (as payee), of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Cardholder and the Merchant.

“UK GDPR” has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“Working Day” means Monday to Friday with the exclusion of English Public and Bank holidays.

1.2 Headings are for convenience only and shall not affect the construction or interpretation of this Agreement

1.3 Unless the contrary intention appears, words in the singular include the plural and vice versa; words importing the masculine gender include the feminine and neutral and vice versa; references to persons include bodies corporate, unincorporated associations, partnerships or an authority.

1.4 Any phrase introduced by the term **“included,”**, **“including”**, **“in particular”** or any similar expression will be construed as illustrative only and will not limit the sense of the words preceding that term.

1.5 Each Party acknowledges that the Schedules form part of the Agreement.

2 DURATION

2.1 As per G cloud 15 Call-Off Contract

3 DELIVERABLES AND SERVICES

3.1 Subject to the Client performing its obligations pursuant to Clause 5, in respect of the Programme the Company shall:

3.1.1 Deliver the Deliverables and perform the Services in accordance with the Specifications, and the terms of this Agreement;

3.1.2 Use all reasonable endeavours to supply the Deliverables and provide the Services in accordance with this Agreement

3.1.3 Notwithstanding Clause 3.1.2, time shall not be of the essence of this Agreement for delivery of the Deliverables and performance of the Services.

3.2 The Client acknowledges that the Company is dependent on certain approvals, support and other services from third parties including (without limitation) Mastercard©, Compliance Assist and certain actions by the Client in order to launch and operate the Programme and the Company is not liable to the Client for any loss, damage, costs or liability suffered by the Client as a result of the actions of such third parties.

3.3 The Company shall not be liable to the Client under this Agreement, to the extent that any delay in commencement of any Programme is caused by failure or delay to secure any consents or approvals necessary to allow the launch of a Programme, unless such failure or delay is attributable to the Company's, or any of their respective sub-contractors' wilful default or gross negligence.

3.4 The Parties agree that the provisions of Part 6 of the Payment Services Regulations 2017, as well as regulations 66(1), 67(3) and (4), 75, 79, 80, 83, 91, 92 and 94, as well as any other provisions of the Payment Services Regulations 2017 which the Company now, or in the future, is permitted to exclude in respect of the Client, will not apply to the Services provided by the Company under this Agreement.

3.5 Without limitation to clause 14.3 or any other provision of this agreement, the Client agrees that regulation 77 of the Payment Services Regulations 2017 does not apply to limit the Client's liability for unauthorised transactions, and the Client accepts all liability for unauthorised transactions executed on a Cardholder's Card.

4 PROGRAMME VARIATION AND ADDITIONAL PROGRAMMES

4.1 The Company may develop and operate such further Programmes and variation of Programmes as agreed in writing between the Parties from time to time following completion of KYC on the said Client and satisfaction of AML Requirements and as set out in this Clause 4.

4.2 The Client may from time to time request a variation to a Programme (including changes to Card designs).

4.3 On receipt of a request for a further Programme or a written change request from the Client, the Company shall investigate whether such further Programme is feasible and if the Company determines, in its absolute discretion, that such further Programme is feasible, the Company shall produce a written proposal including set-up costs and fees, development requirements, Programme Overview, implementation plan and time scales if applicable and provide this to the Client for approval which must be specified by the Client in writing.

4.4 If the Client wishes to proceed with the implementation of the change or further Programme on the basis proposed by the Company, the Client shall confirm in writing that the Company should implement such changes.

4.5 The client acknowledges that any written confirmation provided under Clause 4.4 to proceed with the changes or further Programme constitutes an agreement by the Client to the terms of such changes or further Programme including without limitation to pay such fees and costs related with such changes or further Programme.

4.6 The company will charge costs specified pursuant to clause 4.3 (if applicable) and on completion of such change the client agrees to pay any such costs in accordance with the payment terms set out in this agreement.

4.7 The Parties acknowledge that depending on the nature of the change requested, such change may be subject to MasterCard approval in which event the Company shall use reasonable endeavours to procure such approval prior to commencement of implementation of such change.

5 THE CLIENT'S RESPONSIBILITIES

5.1 The Client shall in relation to each Programme:

5.1.1 Pay in a timely manner by Bacs payment to the Prepaid Funding Account sufficient funds to the Company to enable the Company to procure the loading of the agreed amount of E-money onto each relevant Card in accordance with the Client's instructions from time to time;

5.1.2 Provide in a timely manner in electronic format all the information necessary for the Company (where this forms part of the Agreement) to load correct and complete data about each Cardholder onto the Card designated for such Cardholder in accordance with the Client's instructions from time to time;

5.1.3 Carry out KYC checks on each proposed Cardholder and ensure that only those persons in respect of whom such checks are completed satisfactorily are designated as Cardholders in accordance with Schedule 4;

5.1.4 Procure that each Cardholder complies with the Card Rules.

5.2 In respect of each Programme, the Client will supply the Company with:

5.2.1 Such information as the Company may reasonably require in order to perform the Services as set out within the Programme Overview (including the preparation and issue of Cards) and otherwise to perform its obligations under this Agreement. The Programme Overview will be agreed and signed by the

Client, before the programme process is initiated;

5.2.2 A written estimate of the number of persons who will be designated as Cardholders.

5.3 The Client shall ensure that Cards are not used for any purpose other than as expressly permitted by this Agreement.

5.4 The Client shall comply with the Regulations.

5.5 During the term of this Agreement, the Client will at its own cost and expense, perform its obligations under this Agreement in accordance with any applicable timescale set out in Agreement or, if none is stated, within a reasonable period of time to allow the Company to perform the Service in accordance with the terms of this Agreement.

5.6 The Client shall act in good faith in fulfilling its obligations under this Agreement and fully co-operate with the Company and its Subcontractor(s) in the performance of the Services. The Client shall provide all necessary information and assistance to the Company and its Subcontractor(s) in order that the Services can be provided in accordance with this Agreement.

5.7 The Client shall co-operate with the Company to complete all parts of the set up process which must be completed prior to commencement of the Services.

5.8 The Client shall provide all necessary Cardholder Data to the Company and/or its Subcontractor(s) on its behalf in sufficient time for the Company to procure the provision of the Cards.

5.9 The Client shall be responsible for ensuring that any data provided to the Company, including specifically (but without limitation), the Cardholder Data is kept up to date and accurate. Where the Client fails to comply with its obligations under this Clause 5.9, the Company shall not be liable for any direct or indirect loss of any nature whatsoever or however arising and the Client shall indemnify and reimburse the Company in full any costs or expense directly incurred by the Company as a result of such non-compliance.

5.10 The Client will comply with the requirements of any Regulatory Authority (including specifically any Card rules and regulations, PCI-DSS, AML requirements and the FCA's Principles of Business requirements in respect of Cardholders). The Client will provide to the Company any information which it requires for the purpose of ensuring compliance with the requirements of any Regulator, (including in particular AML Requirements). The Client shall be liable for any fines or other penalties imposed by a Regulatory Authority or Mastercard against the Company as a result of the Client's failure to comply with the Regulations, Card Rules, PCI-DSS, KYC and the FCA's Principles of Business requirements and the Client shall indemnify the Company for the amount of any such fine and any direct or indirect other loss incurred as a result of the Client's failure to comply with such requirements.

5.11 The Client shall be responsible for familiarising themselves with the Prepaid Client Handbook provided by the Company at the time of distribution.

6 CARD AND CARRIER DESIGN AND ISSUE

6.1 Where the Client does not wish to use a "generic" Card, the Company shall prepare, in accordance with the Charges set out in Schedule 3, a “branded” Card design incorporating the Client Marks in accordance with any Card Rules and guidance issued by Mastercard or the Company.

6.2 The Client undertakes to provide the Company with sufficient information for it to produce the Card and Card Carrier design in sufficient time for the Company to procure the approval of MasterCard. The Company shall not be liable for any delay in the Commencement Date resulting from the Client's failure to comply with this Clause. The Client shall be solely responsible for the accuracy and compliance of any branded marketing materials used with the Cards and incorporating the Client Marks.

6.3 The Client shall ensure that the Company has sufficient information and data to enable it to distribute the Card to the Cardholder, the Cards shall be distributed at least 6 months prior to the Card Expiry Date for Instant Issue cards and at least 13 months prior to the Card Expiry Date for Direct Payments cards.

6.4 The Company shall further ensure that any Card distributed (by itself or by its subcontractor) is loaded in sufficient time to ensure that the Cardholder has no less than 12 months in which to spend the E-money associated with the Card.

6.5 The Card shall not be issued outside of the UK. This also includes the issuance of an account with a suppressed card.

6.6 The Company shall ensure that a paper copy of the Cardholder Terms and Conditions are supplied to each Cardholder with the Card at the time of distribution. The Company shall also provide the activation code to the Cardholder at the time of distribution.

6.7 The Client shall ensure that it provides prior written notification to each Cardholder advising them that they are to receive a Card and the purpose for which the Card is to be provided. The notification should also set out details of the Card functionality and any restrictions on the use of the Card. The Client shall also give prior notice to the Cardholder in writing each time that it:

6.6.1 reloads any Card, including details of the date and amount of any such reload;

6.6.2 renews the Cardholder’s Card; or

6.6.3 intends to terminate a Card, including the date on which the Card will be deactivated and the E-money no longer available to the Cardholder.

6.8 The Client shall promptly notify and give full details to the Company of any material change to its business or of any matter which could affect its ability to comply with its obligations under this Agreement.

7 DATA RETENTION AND RECORDS

7.1 Each Party will maintain Records in a secure and suitable facility in a location within the EEA, which are reasonably accessible to the other until the later of:

7.1.1 the date the Records no longer need to be retained pursuant to any Regulations; or

7.1.2 the date which is seven (7) years from the date of creation of the Records, or if later, the date when the Records are no longer required to be stored under the Party's records retention policy.

7.2 Upon request, each Party will provide the other with details of its records retention policies.

7.3 Each party will keep Records in accordance with Good Industry Practice.

7.4 Each Party may, with reasonable notice, require the other to retrieve certain Records and provide copies of those Records to it, a regulatory authority or such other third party as such Party may reasonably require.

7.5 The Client will, in connection with the Cards, maintain Records which provide an audit trail in relation to all matters for which the Company has a right of audit under Clause 8.

7.6 If any of the Cardholder Data is corrupted, lost or sufficiently degraded as to be unusable as a result of either Party's failure to comply with this Agreement or any other act or omission by the either Party, then the Party responsible for such act or omission will, at its own cost and so far as it is reasonably capable, carry out such remedial action to restore the Cardholder Data may be reasonably required (without in any way limiting that party's rights or remedies). In all other circumstances, the Party which controls the Cardholder Data will carry out so far as it is reasonably capable such remedial actions as may be reasonably necessary to restore the Cardholder Data (as appropriate) as the Parties may agree, and the charges for those remedial actions or the other actions will be borne by the party owning the data.

7.7 Each Party will use reasonable endeavours to keep regular back-ups of any Cardholder Data under its control including at least weekly full back-ups and daily incremental back-ups. In the event of a Cardholder Data loss, the most recent back-up will be made available for restoration purposes.

8 AUDIT

8.1 The Client will in connection with the Cards provide the Company and its auditors (including internal audit staff and external auditors), inspectors and competent regulatory authorities or bodies exercising semi-regulatory authority (such as any stock exchanges, payment card schemes etc) of which the Company is a member with access at all reasonable times on reasonable prior written notice during normal office hours to any of the following(collectively, **"Audits"**):

8.1.1 any facility or part of a facility at which the Client subject to such Audit, or any of the Client's agents or sub-contractors are providing, or carrying out activities in relation to the Programmes or other obligations under this Agreement;

8.1.2 their employees, officers, and sub-contractors who are engaged in providing the Programmes or other obligations under this Agreement; and

8.1.3 data, information and records relating to or relevant to the Services or other obligations under this Agreement (and any other data requested by the auditors, inspectors, competent regulatory authority or body exercising semi-regulatory authority).

8.2 The Company will, in connection with each Programme, have the right to conduct such Audits during the Term of the Agreement and for the greater of:

8.2.1 seven (7) years from the end of the calendar year in which termination of the Agreement takes effect; or

8.2.2 the period the Company is required by this Agreement and/or applicable law to maintain records to:

8.2.2(a) verify the integrity of any data to which the Company has been given access, generates or creates,

8.2.2(b) examine the systems of the Client (or under the Client's control) that process, store, support and transmit that data; and

8.2.2(C) verify the Client's compliance with the terms of the Programme and this Agreement, including, to the extent applicable to the Programme, performing Audits of standards, practices and procedures, systems and software, general controls, security practices and procedures, disaster recovery and back-up procedures, compliance with any Regulations in relation to the operation of the Programme applicable to the Client, any other matters identified in this Agreement as being required by a competent regulatory authority.

8.3 The Company may exercise the right of Audit granted in this Clause 8 no more than once in each calendar year. This restriction will not apply to any Audit by or requested by any competent regulatory authorities or bodies exercising semi-regulatory authority nor will it apply where an Audit is part of the Company's internal Compliance Monitoring Scheme nor where the Audit is required to assess the impact of or remedy of a breach of any Regulation by the Client.

8.4 The Company shall procure that the auditors comply with all applicable reasonable security and confidentiality requirements of the Client including, where appropriate, execution of a non-disclosure agreement reasonably acceptable to such Party.

8.5 The Client will provide to the Company's auditors such assistance as they reasonably require and the auditors will have the right to take such copies, as are necessary, of any relevant information, and other documents to the extent they relate to material within the scope of the relevant Audit provided that the auditors agree to any reasonably imposed confidentiality measures or agreements regrading such documents.

9 PREPAID FUNDING ACCOUNT

9.1 All E-money will be denominated in pounds sterling. Under our E-Money regulations the Company is strictly regulated by the FCA, and as a condition the Company under its principle membership of Mastercard, is legally bound to safeguard cardholder funds. All E-money, including Client and Cardholder deposits must be held in a segregated account in accordance with the rule of the FCA. In the unlikely event of the Company failing, the E-money is not held within the Company assets and would be protected and ring-fenced

9.2 Legal (and not beneficial) title to the E-money shall as between the Client and the Company vest in the Company and will not pass to the Client or a Cardholder. All legal rights associated with E-money (such as the right to redemption) remain with the Company. Notwithstanding the foregoing, the Company may authorise the Client or any Cardholder to use the Cards with the Company's consent to make Payments at certain Merchants.

9.3 Before Cards may be provided and loaded, the Client shall credit the Prepaid Funding Account with cleared funds by either Bacs, FPS or transfer from any other E-money account equivalent to the full amount of any value that it has requested to be loaded on to Cards for its Cardholders. The Company shall not be under any obligation to provide Cards where the Client has not provided cleared funds equivalent to the value to be loaded on to those Cards.

9.4 Following receipt of instructions from the Client to procure the issue of a Card bearing E-money to a person designated by the Client, giving details of the amount of E-money to be loaded onto such Card, the Company will load the required amount of E-money onto the Card produced by the Company in respect of such person.

9.5 In the event that there is insufficient E-money in the Prepaid Funding Account to load Cards in accordance with Client instructions, then no further E-money will be issued until the Client pays to the Company additional funds sufficient to meet the requirements for loading of E-money onto Cards.

9.6 The Company shall on each Working Day perform a reconciliation of the funds held on the Prepaid Funding Account as against the E-money issued to the Client's Cardholders in respect of the previous Working Day and determine whether such reconciliation results in a surplus or deficit of the Prepaid Funding Account.

9.7 The Company must complete, and provide a copy to the Client of, a daily settlement report of:

9.7.1 monies paid into the Prepaid Funding Account by the Client or on the Client's behalf;

9.7.2 E-money loaded into Cards;

9.7.3 E-money spent by Cardholders by way of Payments; and

9.7.4 details of any Negative Balances that may have resulted from Chargebacks. Allpay will manage the Chargeback process in line the Chargeback Policy Document and where monies are not able to be recovered under the process charges will be made to the client as set out in clause 9.6. A Prepaid Chargeback Policy document is set out in Schedule 7.

9.8 Where there is any Negative Balance on a Cardholder's Card, the Client must pay on demand an amount equal to such Negative Balance together with an amount equal to any interest charged to the Company (as notified to the Client) and any other costs or expenses incurred by the Company in respect of the Negative Balance,.

9.9 Any outstanding funds in the Prepaid Funding Account may be redeemed by way of a written request from the Client. The Company will cancel a corresponding amount of E-Money equivalent to such redeemed funds. The written request from, the Client must specify the relevant amounts to be cancelled and the relevant Card(s) which should have their E-

Money cancelled. The Company is not required to redeem such funds where:

9.9.1 the Company has grounds for belief that any Cards associated with such outstanding E-money have been used in a fraudulent manner; or

9.9.2 the Company is prohibited from providing a redemption of the E-money by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

9.10 The Company will transfer redeemed E-money to the Client within ninety (90) days of receipt of written notification by the Client that it wishes to redeem any E-money pursuant to Clause 9.9.

9.11 The Company will not permit any Payment or Transaction in respect of a Card where there is an insufficient balance on the Prepaid Funding Account to meet that Transaction or Payment.

9.12 The Client agrees to make good any shortfall in the Prepaid Funding Account immediately upon notice of such shortfall by the Company. The Company is not required to load any amount on to a Card where loading funds on to that Card would result in a shortfall in the Prepaid Funding Account.

9.13 Where the Client makes a redemption request under Clause 9.9 above, the Client warrants that it has the right to make such redemption request under its terms with the Cardholder, and the Client indemnifies and holds the Company harmless, to the maximum extent permitted by law, from any loss, costs, damages, claims, expenses or liability incurred by the Company as a result of the Client making such a redemption request.

10 INSURANCES

10.1 The Company shall maintain during the Term appropriate insurances for the proper performance of its obligations under this Agreement and in particular, to cover public and employers liability, professional indemnity and fidelity insurance in respect of its employees and agents and will, following written request from the Client, provide to the Client copies of such policies from time to time.

11 MANAGEMENT OF RELATIONSHIP

11.1 Each party (or in the case of the Company, the Subcontractor on its behalf) shall appoint a Designated Contact or such other person as is notified by one party to the other. All invoices, communications, documents and materials relating to this Agreement which are required to be sent by one party to the other party will be sent to that Designated Contact.

11.2 The Services provided by the Company shall be reviewed by the Designated Contact (or such other person as is appropriate) of each party six (6) months from the Commencement Date and at six (6) month intervals thereafter.

11.3 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of this Agreement ("**Dispute**") then, except as expressly provided in this Agreement, the Parties shall follow the dispute resolution procedure set out in this clause:

11.3.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice, the Prepaid Director, of the Company and a representative from the Client who has responsibility for the Agreement with the Company shall attempt in good faith to resolve the Dispute;

11.3.2 if the Director of Prepaid Cards of the Company and the Client's representative appointed under Clause 11.3.1 are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be escalated internally to the Chief Executive Officers of each of the Company and the Client; and

11.3.3 if the Chief Executive Officers of each of the Company and the Client are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will refer the matter for mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

12 CHARGES

12.1 The Client shall pay to the Company the Charges set out in and in accordance with the timescales and provisions in Schedule 3.

12.2 On the 1st April in each year during the Term, the Charges will be increased by the Company on written notice to the Client at the rate of either:

12.2.1 two percent (2%); or

12.2.2 the percentage increase in the **"all items"** Retail Prices Index ("**RPI**"), or any successor index published by the Office for National Statistics or any successor organisation. Such RPI increase applied will be an average of RPI for the preceding twelve (12) months ending on 31 March in the same year;

Whichever is the higher percentage.

12.3 The Company will invoice the Client monthly in arrears in respect of the Charges for the preceding month. Each such invoice shall show the number of Transactions processed during such month and the Charges due to the Company together with such other charges (if any) payable under this Agreement. For the avoidance of doubt, the failure by the Company to issue such invoice to the Client shall not be considered a waiver of such Charges.

12.4 Payment of monthly invoices is due to the Company by variable direct debit, payable (following receipt by the Client of each invoice) on the fourteenth (14^{th}) day of each month and payment shall be made without deduction, set-off or counterclaim.

12.5 Any interest accruing on funds held in the Prepaid Fundinmg Account shall be payable to the Company.

12.6 If the Client fails to make any payment on the due date and does not remedy the situation within seven (7) days of a request in writing to remedy the same then the Company shall be entitled to:

12.6.1 exercise any of the rights or remedies granted to the Company under Clause 23;

12.6.2 suspend the provision of any further Services to the Client;

12.6.3 charge the Client interest (both before and after any judgment) on the amount unpaid at the rate from time to time prescribed by statute, or where no such rate is provided, at the then prevailing LIBOR rate + 10%, compounded monthly from the due date until payment in full is made; and

12.6.4 deduct an amount corresponding to such indebtedness from the Prepaid Funding Account.

12.7 All Charges are expressed to be exclusive of VAT. In the event that VAT or any other applicable sales tax is, or becomes, properly chargeable in relation to the supply of Cards or Services (or any part of them) under this Agreement, the Client shall pay that VAT or other sales tax to the Company in addition to the Charges, against the issue by the Company of a proper VAT invoice.

13 WARRANTIES

13.1 The Company warrants and undertakes that:

13.1.1 it will perform the Services free from dishonesty and corruption and in accordance with Good Industry Practice.

13.1.2 it shall comply with all applicable Regulations in its performance of the Services;

13.1.3 it is entitled to enter into and perform its obligations under this Agreement and, subject to any external approval mentioned in this Agreement, has all the appropriate powers, consents and licences to do so;

13.1.4 it owns or is properly licensed to use and sub-license any Intellectual Property it provides for use in connection with this Agreement and that possession or use of such Intellectual Property shall not infringe any third party rights.

13.2 The Client warrants and undertakes that:

13.2.1 it shall perform its obligations under this Agreement with reasonable skill and care and in a timely manner;

13.2.2 it shall comply with all Regulations;

13.2.3 it is entitled to enter into and perform its obligations under this Agreement and has all the appropriate powers, consents and licences to do so;

13.2.4 its employees, officers, agents and approved sub-contractors employed in connection with this Agreement will have the proper skills, training and background to facilitate the provision of the Services and implementation and operation of Programmes in a competent and professional manner;

13.2.5 it owns or is properly licensed to use and sub-license any Intellectual Property it provides for use in connection with this Agreement and that possession or use of such Intellectual Property shall not infringe any third party rights;

13.2.6 it is, and all material times will be, absolutely entitled to any amounts in the Prepaid Funding Account or otherwise loaded or allocated to a Cardholder's Card;

13.2.7 it has provided each Cardholder with all relevant information required to be provided to the Cardholder including without limitation all relevant terms and conditions relating to the Programme and use of the Card.

13.3 Except as expressly set out in this Agreement, neither Party gives any warranties, indemnities or undertakings and accordingly all terms, conditions, warranties, representations or guarantees (whether express or implied by statute law, common law, custom or otherwise) not expressly set out in this Agreement are hereby excluded to the fullest extent permitted by law.

13.4 Each Party shall give notice to the other as soon as reasonably practicable upon becoming aware of any of warranty.

14 LIABILITY

14.1 Subject to the following provisions of this Clause 14 and to the maximum extent permitted by law, the Company's aggregate liability in respect of Defaults or any claim (including a claim for an indemnity) shall be limited to an amount equal to the aggregate of the Charges paid by the Client under this Agreement in the year immediately preceding the date on which the claim arose.

14.2 Subject to Clause 14.8 below the Company's liability for loss or damage in respect of tangible property shall be limited to an amount equal to the aggregate of the Charges paid by the Client under this Agreement in the year preceding the date on which the claim arose and the Company's liability for loss or damage arising from claims which are covered by its professional indemnity insurance shall be limited to the amount specified in the Company's current professional indemnity insurance policy.

14.3 The Company shall not be liable and the Client shall indemnify and hold harmless the Company against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

14.3.1 the death of a Cardholder; or

14.3.2 any fraudulent or other misuse of a Card by a Cardholder or any third party.

14.4 The Company shall not be liable whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise to the Client in respect of any Default for: (a) any loss of profits; (b) damage to goodwill; (c) any type of special, indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Company has been advised of the possibility of the Client incurring the same.

14.5 If a number of Defaults give rise to the same loss, then they shall be regarded as giving rise to only one claim in respect thereof.

14.6 The Company shall not be liable to the Client for any loss, claim, damages, costs, liabilities or expenses arising as a result of or in connection with an act or omission of Carta Worldwide, Compliance Assist, MasterCard, or any other third party.

14.7 The Company shall not be liable to the Client in respect of any loss or damage suffered as a result of any security breach by a third party.

14.8 Nothing in this Clause 14 shall limit or exclude the liability of the Company in respect of (a) death or personal injury arising from the Company's negligence; (b) for any loss to the extent it is caused by fraud, dishonesty or deceit; or (c) any loss that may not otherwise be limited or excluded by applicable law.

14.9 The Charges payable hereunder have been determined on the basis of the exclusions and limitations of liability set out in this Clause 14. The Client agrees that such exclusions and limitations of liability are fair and reasonable and acknowledges that amendments to this Clause 14 which would have the effect of limiting the scope of exclusions or extending the liability of the Company would give rise to appropriate adjustments to the Charges to reflect the increased risk to the Company.

14.10 To the maximum extent permitted by law, the Client indemnifies and holds the Company harmless in respect of any loss, costs, damages or payments associated with a claim made against the Company in respect of unauthorised transactions made on a Cardholder's Card.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Nothing in this Agreement is intended to assign or transfer any property or Intellectual Property rights, or any interest therein, from a Party to the other Party or any third party, unless expressly stated otherwise in this Agreement. For the avoidance of doubt and to the extent permitted by law, nothing in this Agreement and no communication under this Agreement, unless expressly stated otherwise, shall be deemed to authorise or instruct either Party to produce any material to which Intellectual Property rights attach for or on behalf of the other party or jointly with the other Party.

15.2 During the Term the Client shall allow the Company and its sub-contractors to use the name and logo of the Client in the Company's, and where appropriate, Mastercard's promotional and marketing materials relating to the provision of the Services. The Client agrees that it will be guided by the Company as to the use of Mastercard logos on the Cards and, if appropriate, the logos will be displayed with equal prominence if requested to do so by the Company.

15.3 In relation to any Intellectual Property rights in material supplied by the Client for the design of the Cards or the promotion of a Programme the Client grants to the Company a non-exclusive non-transferable (except in the case of an assignment of this Agreement in which event such licence shall be transferable to the assignee of the Agreement) licence for the duration of each Programme to copy, modify, edit, merge, publish and otherwise use such materials, and to grant sub-licences (such sub-licences to be restricted to use for purposes of this Agreement).

15.4 Each Party warrants that it has and for the duration of the Term (or, if later, until the last Card issued under this Agreement has either expired or been deactivated or been withdrawn from Cardholders) will maintain ownership of (or, if not owned, a valid licence for the use and exploitation of) any Intellectual Property provided by it for the operation, promotion and marketing of Programmes under this Agreement.

15.5 Where one Party (the **"Licensee"**) uses the other Party's (the **"Licensor"**) Intellectual Property, the Licensee will not do anything to prejudice the rights of the Licensor in the licensed Intellectual Property, and will follow the reasonable instructions of the Licensor in connection with the use of the licensed Intellectual Property and will report any actual or suspected infringement of the licensed Intellectual Property as soon as reasonably practicable.

16 INTELLECTUAL PROPERTY INDEMNITIES

16.1 Each Party (the **"Indemnifying Party"**) shall indemnify and hold harmless the other Party and its employees, directors, agents and permitted sub-contractors (the **"Indemnified Party"**) for and against any and all claims, losses, liabilities, costs, expenses or damages (including reasonable legal fees) incurred by reason of any claim, demand, lawsuit or action by a third party (other than an employee, director, agent or sub-contractor of the Indemnified Party) resulting from a breach of Clause 15 above.

16.2 The above indemnity shall only be available if the Indemnified Party:

16.2.1 promptly notifies the Indemnifying Party in writing of a claim;

16.2.2 provides reasonable co-operation to the Indemnifying Party in the defence or settlement of such claim at its own cost;

16.2.3 refrains from making admissions as to the validity of the third party claim, and from settling the claim without having first consulted with the Indemnifying Party;

16.2.4 takes reasonable measures to mitigate the effect of the claim or the level of losses.

17 DATA PROTECTION

17.1 Schedule 6 shall apply to the processing of Personal Data under this Agreement.

18 CARDHOLDER DATA

18.1 To the extent that Intellectual Property or other proprietary rights in the Cardholder Data may vest in the Company, the Company hereby assigns all such rights to the Client.

18.2 Each Party shall keep all Cardholder Data secure and safe in accordance with Good Industry Practice and the Company will procure the taking of regular back-ups of data generated through use of the Cards through each Programme and will reinstate data from such back-ups where there is any loss or corruption of the data.

18.3 The Company may, where Card Rules apply, use Cardholder Data, and any other data relating to Transactions, in an anonymised and aggregated form only, without reference to the Cardholder or the Client and without any use of Personal Data of any Cardholder, for any marketing purposes with the prior written consent of the Cardholder and Client (not to be unreasonably refused or delayed).

18.4 The Company may use Cardholder Data, and any other data relating to Card transactions for the performance of its obligations under this Agreement.

18.5 The Parties agree that the Company may on written notice to the Client (save where such notice would be in breach of applicable law) grant Mastercard, the FCA or any other competent government agency or department access to Cardholder Data, or any other data relating to Transactions, Cards and Programmes for the proper assessment of the fulfilment of Regulations

19 COMMUNICATIONS

19.1 Each Party may only issue press releases, prepare articles, make public announcements or communications that mention the other Party or the other Party's clients with prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

19.2 The Client acknowledges that any press release or public announcement and or communication that mentions Mastercard must be submitted to the Company for approval by the Mastercard prior to issue.

20 CONFIDENTIALITY

20.1 Each of the Parties acknowledges that each Party may disclose its Confidential Information to the other Party in connection with this Agreement and receive the other Party's Confidential Information. For the purposes of this Clause 20, the Party disclosing Confidential Information is known as the **"Disclosing Party"** and the Party receiving Confidential Information is known as the **"Recipient"**.

20.2 Subject to the remaining provisions of this Clause 20, each Party agrees for the Term of this Agreement and for a period of twenty four (24) months thereafter that where such Party is the Recipient of Confidential Information it will:

20.2.1 keep the Disclosing Party's Confidential Information confidential and with no less protection and/or care than it customarily uses in preserving and safeguarding its own Confidential Information;

20.2.2 not copy or use the Disclosing Party's Confidential Information except for the purposes of exercising its rights or performing its obligations under this Agreement;

20.2.3 not disclose the Disclosing Party's Confidential Information to any third party and to procure that its agents, officers, employees and permitted sub-contractors do not make any such disclosure, except as expressly permitted by this Agreement or agreed in advance by the Disclosing Party in writing; and

20.2.4 return or destroy and certify destruction of all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the Disclosing Party on termination or expiry of this Agreement for any reason or upon request of the Disclosing Party (save to the extent required by them for their activities in connection with this Agreement, the run-off of any Programme on expiry or termination of this Agreement or required for their Records in connection with the Programmes or as required for audit and regulatory purposes and to enable the Recipient to comply with its obligations and exercise its powers under this Agreement).

20.3 The Recipient shall advise the Disclosing Party immediately if it is aware or suspects that the security of their Confidential Information has or may be compromised in any way, and will in respect of the Disclosing Party's Confidential Information whose security has been compromised by the act or omission of the Recipient its employees agents or permitted sub-contractors bear the cost of any remedial steps necessary or advisable to address the security breach. For the avoidance of doubt, the contents of this Agreement including all Charges will be considered to be the Confidential Information of both Parties.

20.4 This Clause 20 shall not apply to Confidential Information which:

20.4.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Agreement;

20.4.2 is lawfully acquired from a third party who did not directly or indirectly receive the information from the Disclosing Party and owes no obligation of confidence in respect of the information; or

20.4.3 is or has been independently developed by the Recipient, or was in the possession of the Recipient before receipt from the Disclosing Party, as evidenced in recorded form, which evidence shall be disclosed to the Disclosing Party within ten (10) Business Days of a reasonable request for such evidence.

20.5 The Recipient may reproduce, copy, disclose, disseminate and/or transfer in whole or in part any Confidential Information of the Disclosing Party in the following circumstances:

20.5.1 with the prior written consent of the Disclosing Party;

20.5.2 subject to Clause 20.6 below, on a strictly need-to-know basis to its employees, agents, auditors and permitted sub-contractors, or the employees of any associated company or firm for the purposes of the performance of obligations or exercise of rights under this Agreement only or in relation to any claim or possible claim in connection with this Agreement, to its insurers or legal advisers; or

20.5.3 To the extent such disclosure is required by any court of competent jurisdiction, or by a governmental or regulatory authority or by MasterCard.

20.6 The Recipient will ensure that any person to which it discloses Confidential Information of the Disclosing Party:

20.6.1 is advised of the proprietary and confidential nature of the Confidential Information, together with the restrictions on copying, use and disclosure;

20.6.2 is contractually bound by obligations of confidence no less stringent than those set out in this Clause 20, before access to such Confidential Information is granted; and

20.6.3 complies with such obligations.

20.7 In the event of any breach of this Clause 20, the Parties agree that the non-breaching Party may suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching Party may be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the Parties agree that the non-breaching Party shall be entitled to temporary, preliminary and permanent injunctive relief against the breaching Party, and its officers, employees, agents, auditors and permitted sub-contractors, in addition to such other rights and remedies to which it may be entitled at law or in equity.

21 FREEDOM OF INFORMATION

21.1 The Company recognises that the Client (where the client is a Public Authority as defined in the FOIA) is subject to legal duties which may require the release of information under FOIA or other legislation or codes governing access to information and that the Client may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement. The Company recognises that each request for information must be considered individually and that any decision to disclose information will be the decision of the Client.

21.2 Notwithstanding anything in this Agreement to the contrary including, but without limitation, the general obligation of confidentiality imposed on the parties pursuant to Clause 20, in the event that the Client receives a request for information under the FOIA or any other applicable legislation governing access to information, the Client shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA or such legislation, save that in relation to any such information that:

21.2.1 is Exempted Information, the Client shall use reasonable endeavours to consult the Company as soon as reasonably practicable and the Company agrees to respond to such a consultation within seven (7) days of receiving the consultation notice;

21.2.2 is Exempted Information and within the scope of an absolute exemption to the FOIA, the Client shall rely on the FOIA Exemption, at the Company's request and cost, and use reasonable endeavours to ensure that the Exempted Information remains withheld, including the lodging of any appeal against a decision by the Information Commissioner in relation to the request;

21.2.3 is Exempted Information and within the scope of a non-absolute exemption to the FOIA, the Client shall use reasonable endeavours to consult the Company as soon as reasonably practicable and shall not:

21.2.3.1 confirm or deny that the information in question is held by the Client.

21.2.3.2 disclose the information requested, to the extent that in the Client's opinion (having taken into account the views of the Company) that exemption is or may be applicable in accordance with the relevant section of the FOIA in the circumstances.

21.3 In the event that the Client incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, the Company shall indemnify the Client, save that the Client shall use reasonable endeavours to consult the Company before incurring any such costs.

21.4 In any event the Client shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating this Agreement under FOIA or other applicable legislation governing access to information.

21.5 the Company will assist the Client to enable the Client to comply with its obligations under FOIA or other applicable legislation governing access to information. In particular it acknowledges that the Client is entitled to any and all information relating to the performance of this Agreement or arising in the course of performing this Agreement. In the event that the Client receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires the Company's assistance in obtaining the information that is the subject of such request or otherwise, the Company will respond to any such request for assistance from the Client at its own cost and promptly and in any event within ten (10) days of receiving the Client's request.

22 NON-INDUCEMENT

22.1 The Client undertakes to the Company that during the Tem of this Agreement and for a period of twelve (12) months following its termination or expiry, it will not, directly or by its agent or otherwise, and whether for itself or for the benefit of any other person, induce or endeavour to induce any officer or employee of the Company to leave his employment.

23 CANCELLATION / DEACTIVATION OF CARDS

23.1 Except where permitted under Clause 24, if the Client cancels this Agreement prior to the end of the Initial Term and/or prior to the expiry of the notice period specified in Clause 2.2, then the Client shall pay to the Company a sum equal to the Charges that would have been due to the Company if the Agreement had not been terminated early.

23.2 The Client may, upon written notice to the Company in advance of the date of deactivation, request that any Card is deactivated:

23.2.1 where a Cardholder is no longer entitled to a Card; or

23.2.2 for any other reason in its discretion.

23.3 The Client indemnifies and holds the Company harmless to the maximum extent permitted by law, from any loss, costs, damages, claims, expenses or liability incurred by the Company as a result of the Client cancelling or deactivating the relevant card, including, without limitation, any claim against the Company by a Cardholder.

24 TERMINATION

24.1 This Agreement may be terminated or suspended forthwith on written notice by either Party if the other commits a material breach of this Agreement which is not capable of remedy, or if it is capable of remedy, the defaulting Party fails to remedy that breach within thirty (30) days of written notice to do so.

24.2 Either the Client or the Company may, without prejudice to its other rights or remedies, terminate this Agreement immediately by written notice to the other party if, the other party is:

24.2.1 unable to pay its debts as they fall due or otherwise becomes insolvent;

24.2.2 an application is made for the passing of an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), or a meeting to pass such a resolution is convened and such order or resolution is (i) not withdrawn within 15 Working Days; or (ii) made or passed;

24.2.3 is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer overall or any substantial part of its assets or a notice is given of the intention to make such an appointment;

24.2.4 is the subject of a filing for a moratorium under Schedule A1 Insolvency Act 1986 or enters into or proposes any composition or arrangement with its creditors generally;

24.2.5 is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction; or

24.2.6 ceases or threatens to cease wholly or substantially to carry on its business (or a material part thereof) which would materially affect its ability to perform its obligations under this Agreement

24.3 The Company may, without prejudice to its other rights or remedies, terminate this Agreement immediately by written notice to the Client:

24.3.1 if the Client fails to pay any undisputed Charges owing to the Company in accordance with Clause 12.1 or within 30 days of the date on which a reminder notice has been served by the Company on the Client which notice may be served at any time after the end of the period for paying such Charges in accordance with the relevant Invoice; or

24.3.2 if the Company acting reasonably considers that to continue with this Agreement would present an unacceptable security risk to the Company or an unacceptable credit exposure to the Company or a risk of reputational damage to the Company or any of its Affiliates.

24.4 The Company may terminate this Agreement if the Client fails to undertake suitable monitoring of Cardholders and transactions performed by their Cardholders as set out in the Prepaid Handbook, or a as a result of audits completed by the Company to measure compliance of the Services as per the

24.5 .

24.6 The Company may terminate this Agreement forthwith in the event that the Client undergoes a Change of Control and is taken over by any entity which could cause reputational damage to the Company or which the Company considers, in its reasonable opinion, could have a material adverse affect on the Client's ability or willingness to pay for the Services.

24.7 Either Party may terminate this Agreement if there is a change which results in it being uneconomic for the Company to provide the Service or the Company is no longer permitted to supply the Service as a consequence of a regulatory change.

25 CONSEQUENCES OF TERMINATION

25.1 Any termination of this Agreement or any part of it (for any reason whatsoever) shall be without prejudice to any other rights or remedies to which either Party may be entitled and shall not affect any accrued rights or liabilities of either Party, nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Nothing in this Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.

25.2 Upon termination of this Agreement by the Client pursuant to Clause 2.2, at the request of the Client and subject to the Client continuing to pay the Charges and otherwise materially comply with this Agreement, the Company shall continue to provide all or any part of the Service, (the **Termination Service**), from the date on which the notice of termination takes effect until the Card Expiry Date of each Card distributed to a Cardholder and activated at the date on which this Agreement is terminated, has passed (the **Termination Period**). The Company shall provide the Termination Service so far as it able to do so and provided that there are no circumstances which reasonably prevent it from doing so.

25.3 Where the Company provides the Termination Service in accordance with the terms of this Clause 25, it shall not be obliged to provide or activate any new Cards not activated prior to the date on which termination takes effect.

25.4 The Company shall not be obliged to provide the Termination Service:

25.4.1 in the event of a termination by the Company pursuant to Clause 24.1 or 24.2, or

25.4.2 where the Client notifies the Company that it does not wish to receive the Termination Service; or

25.4.3 where the Client, having chosen to receive the Termination Service, fails to pay any outstanding Charges within 14 days of the Company's written notice requiring it to do so.

25.5 The Company shall not be obliged to provide the Termination Service in respect of any particular Card where the Client notifies the Company in advance that it requires such Card to be deactivated.

25.6 For the avoidance of doubt, the Termination Service is provided on the terms and conditions contained in this Agreement (except with necessary amendments to reflect the change in Services) and may be terminated in accordance with the termination provisions in Clause 24 of this Agreement.

25.7 Upon termination of the Termination Service any active Cards will be automatically deactivated and the Client shall provide to the Company value equivalent to that remaining on any active Cards to the applicable Cardholder and confirm in writing to the Company that the Cardholders of such Cards have been or shall be reimbursed with the equivalent value at the date of deactivation. The Client shall reclaim any funds from the Prepaid Funding Account in accordance with Clauses 9.9 and 9.10.

25.8 The Client indemnifies the Company against any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the deactivation of any Cards by the Company pursuant to Clause 25.7.

25.9 Following termination of this Agreement for any reason:

25.8.1 the Company shall upon request provide the Client with reasonable assistance, for a period of up to six (6) months, to ease the transition of the Services to a new provider. The Client shall pay to the Company all fees and charges at the Company's prevailing rates in respect of such assistance.

25.8.2 at the choice of the Client the Company will transfer or (where it has copies, will destroy) all Cardholder Data in its possession to the Client except to the extent that such Cardholder Data (i) is required for the purposes of providing the Termination Service, provided that following the end of the Termination Period, the Company will promptly transfer to the Client any Cardholder Data in its possession (ii) may be retained under Clause 7;

25.8.3 each Party will return to the other all Confidential Information of the other Party in its possession and will certify that it does not retain the other Party's Confidential Information except to the extent (i) necessary for the purpose of providing the Termination Service and provided that promptly following the end of the Termination Period, each Party will return to the other Party any Confidential Information in its possession (ii) the Company is permitted to retain such Confidential Information in accordance with Clause 7, provided that the Company continues to comply with Clause 20 in respect of such Confidential Information;

25.8.4 any surplus money in the Prepaid Funding Account shall be paid to the Client in accordance with Clause 9.9.

25.10 Termination of this Agreement shall be without prejudice to any provision which expressly or by implication is intended to continue to apply notwithstanding termination, including the provisions of Clause 5.10.

26 FORCE MAJEURE

26.1 The Company shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following events of force majeure (**"Force Majeure"**):

26.1.1 acts of God;

26.1.2 outbreak of hostilities, riot, civil disturbance, acts of terrorism;

26.1.3 the act of any government or authority (including refusal or revocation of any licence or consent);

26.1.4 fire, explosion, flood, fog or bad weather;

26.1.5 power failure, failure of telecommunications lines, failure or breakdown of plant machinery or vehicles;

26.1.6 default of suppliers or sub-contractors;

26.1.7 theft, malicious damage, strike, lock-out or industrial action of any kind;

26.1.8 incompleteness or inaccuracy of any technical information which it is the responsibility of the Client to provide; or

26.1.9 any cause or circumstances whatsoever beyond the Company's reasonable control.

26.2 In the event that the Company suffers an event of Force Majeure it shall notify the Client promptly and use all reasonable endeavours to resume performance of its obligations as soon as reasonably possible.

27 GENERAL

27.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at the address specified above or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any such notice given by facsimile or electronic mail shall be confirmed by letter, sent by first class prepaid post. Any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or, if delivered by hand, upon delivery, and in proving service by post it shall be sufficient to prove that the notice was properly addressed, stamped and posted.

27.2 No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. No waiver by the Company of any breach of this Agreement by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver, to be effective, must be in writing.

27.3 If any Clause of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

27.4 The Client shall not assign the benefit or the burden of this Agreement without the consent in writing of the Company, though such consent not to be unreasonably withheld or delayed. Such consent (if given) shall not relieve the Client from any liability or obligation under this Agreement.

27.5 A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

27.6 This Agreement constitutes the entire agreement between the Company and the Client and supersedes any prior written or oral communication and negotiations with respect to the subject matter hereof.

27.7 No variation to this Agreement shall be binding unless agreed in writing between the Company and the Client.

27.8 This Agreement shall be governed in all respects by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1
Deliverables and Services for the Programme

1 DELIVERABLES

1.1 Card Set

1.1.1 The Company will develop a Card Programme for the Client.

1.1.2 The Card Programme will include a Card Set that will be produced for each Cardholder with the Programme and will be delivered either:

1.1.2.1 directly to the address of the Cardholder; or

1.1.2.2 to an alternative address agreed with the Client for collection by the Cardholder

In each case at the express written instruction of the Client.

1.1.3 Subject to the Client providing the Company with the required information to enable the Company to prepare the Card Sets in accordance with Clause 1.1.2, each Card Set will be despatched by close of business on the day after the Working Day following the Client's request for issue of a Card to a Cardholder

1.1.4 If the Client wishes to use a Card, Card Carrier, wallet or any other item which has been supplied by a third party, the Company reserves the right by notice in writing to reject any such Card, Card Carrier, wallet or other item which does not meet the required specifications as set out in Schedule 2 or as otherwise notified in writing by the Company to the Client from time to time.

1.2 Management Information

The Company will deliver to the Client management information as follows:

1.2.1 Comprehensive management information including transaction level detail and categorisation of spending to support analysis of Cardholder spending habits;

1.2.2 Subject to agreement with the Client web based delivery of any of the following:

1.2.2.1 standard set of reports available daily or at another frequency agreed with the Client;

1.2.2.2 Bespoke reports created specifically for the Client.

1.2.2.3 Bulk data delivery whereby the Client is provided with access to all available data for processing using its own systems as applicable

2 SERVICES

2.1 Client Services

The Company will procure the delivery of the following services to the Company:

2.1.1 Cardholder website with balance and transaction history;

2.1.2 account balance on IVR telephone service;

2.1.3 customer service call centre open 24 hours x 365 days for lost and stolen Cards, and normal office hours for other enquiries;

2.1.4 services enabling the Company to store monetary value on a card for the purposes of the use of that monetary value by a Cardholder;

2.1.5 notifications to Cardholder by SMS text message and/or email. Notifications inform that Card has been loaded or if the balance drops below a minimum level.

2.2 Finance and Compliance Services

The Company will provide the following finance and compliance services to the Client:

2.2.1 processing, reconciliation and settlement of transactions on the Card accounts;

2.2.2 compliance and risk management in accordance with FCA Regulations;

2.2.3 know your customer procedures;

2.2.4 Implementation Support Services;

2.2.5 day to day contact point during set up phase;

2.2.6 training of staff in relevant procedures;

2.2.7 Marketing support in terms of suggestions and help for the Client in creating its own material.

SCHEDULE 2

Specifications

Unless otherwise varied in the Schedule, the following required specifications are mandatory for:

Cards:	ISO7810, (thickness, corner radius, warpage and size). ISO7811, (positioning of magnetic stripe and internal encoding and embossing guidelines).
Carriers:	ISO9002 manufacturing standard - A4 100gsm (+/- 10%).
Wallets:	Outer plastic thickness of 350 microns and clear inner pocket plastic thickness of 150 microns.

SCHEDULE 3 CHARGES

As per G cloud 15 Call-Off Contract

SCHEDULE 4

COMPLIANCE

1. The Client is committed to ensuring that it has adequate controls to counter money laundering activities and terrorist financing activities, in line with the AML Regulations.

2. Risk sensitive policies and procedures must be established in order to anticipate and prevent money laundering and terrorist financing.

3. A risk sensitive or risk-based approach is where businesses assess the risk of customers laundering money through their business. The Client may take the starting point that most Cardholders will not launder money but will identify criteria that would indicate a higher risk of money laundering – e.g. where there is no face-to-face meeting to establish identity.

4. The Client is committed to staff training in anti-money laundering legislation and requirements.

5. The Client has allocated a Money Laundering Reporting Officer whose responsibility is to receive internal and external reports and take appropriate action as and when required.

6. The Client where necessary, shall be registered for anti-money laundering purposes where necessary and/or shall adhere to the provisions of the AML Regulations as amended, supplemented or replaced from time to time.

7. The Client will adhere to the "Due Diligence" identification requests submitted by the Company on all occasions to mitigate the risks of the Client being used to launder money or fund terrorism. The Due Diligence process may comprise as follows and where it is appropriate to request information from the Client it shall be provided promptly.

a. Public Sector Clients – (including Local and National Government and Housing Associations). The Company will procure the identity against the relevant official register. This will include full name of the entity, nature and status of the entity, address of the entity, name of the home state authority and names of the directors or equivalent and where appropriate identify the directors who have authority to give the Company instructions concerning the use or transfer of funds or assets.

b. Financial Institution Clients – (including Credit Unions, Building Societies, Insurance Companies and Banks). The Company will procure the identity by obtaining the FCA registration number and comparing it against the FCA register of Authorised Institutions.

c. Travel & Entertainment Clients – (this can include Government, Financial Institutions, Public and Private Companies). The Company will procure the identity of Government and Financial Institutions in accordance with the above procedure. The following additional procedures shall apply with regard Private and Public Companies:

d. Private & Public Limited Companies– The Company shall procure the identity of the company by reference to a suitable reference agency and Companies House. The names of each Director/major shareholder (25% or more beneficial ownership by a specific individual requires CDD/KYC) shall be obtained and their identity confirmed by requesting certified copies of passport and utility bills for each Director or any other such form of identity as specified in the Money Laundering regulations 2007. The Company shall confirm the ultimate ownership of the Company, in the event that any major shareholder is resident overseas and/or the Company is a subsidiary of an overseas Company further due diligence (Enhanced Due Diligence (EDD)) will be required and such information should be referred to the Compliance Officer for sign off.

8. The Company will require each Client to confirm:

a. the identity of each Cardholder (National Insurance details, Government produced proof of residence)
b. that each Cardholder has been offered the choice to receive funds via a Prepaid Card.
c. that the Client will ensure all relevant records are securely retained for a minimum of 7 years and make such information available to the Company and/or any regulatory body.
d. that the Client will fully adhere to the requirements and principles outlined in the AML Regulations

SCHEDULE 5

CARRIER TERMS ATTACHED

TRAVEL & EXPENSES

Client ID

WELCOME TO YOUR PREPAID CARD

Thank you for your <<Local Authority Name>> Prepaid MasterCard® Card application. This service is managed by allpay Limited on behalf of <<Local Authority Name>>. Your card can be used in accordance with your agreement with your card provider. Further information is provided on the reverse of this letter. Any communication received regarding your MasterCard® Prepaid Card will be from allpay Limited.

Your card is active and your PIN number is included with your card. Please peel back the tab at the foot of this letter to reveal your PIN. Please memorise your PIN and do not reveal it to anyone.

USING YOUR CARD

You may use the prepaid Card at any location in the world that displays the MasterCard® acceptance mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards. You can check your balance by:

• Visiting www.allpay.net/my-prepaid-card
• Calling Customer Services on 0330 808 0965

TERMS AND CONDITIONS

Please keep your card safe. The e-money loaded onto your card should be treated just like the cash in your wallet. Further details are on the reverse of this letter, please read through carefully. You should be aware that while you are provided with access to funds on the Card, those funds remain beneficially owned by <<Local Authority Name>> and any amount on the Card belongs solely to <<Local Authority Name>>. These funds may be reclaimed at any point by <<Local Authority Name>>.

In the event of loss or theft of the card, you are responsible for reporting this as soon as possible by calling Customer Services on 0330 808 0965 and selecting the Lost & Stolen option. As soon as this is done, your card will be immediately blocked, protecting you from unauthorised usage. Any transactions made before the card is reported lost or stolen will be charged to your account.

It is extremely important that you read and familiarise yourself with information on the reverse of this letter. If you experience any problems activating or using your card, please call Customer Services on 0330 808 0965

Yours faithfully

allpay Limited

PIN TAB

Frequently Asked Questions

What is a prepaid card?
A prepaid card is a preloaded payment card, which is provided to you by your card provider (for example your local council). The card can be used to pay for goods and services, up to the value that is loaded onto it, you may use the prepaid Card at any location in the world that displays the MasterCard® acceptance mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards.

Can I use my card to withdraw cash at an ATM or for cashback?
You can withdraw up to £250 per day from an ATM displaying the MasterCard® Acceptance Mark, providing that this has been permitted by your card provider (e.g your local council).
Cashback is not permitted.

Are there any restrictions on where I can use my card?
You may be restricted from using your card for some purchases as agreed with your card provider.
Your card will be restricted at pubs, nightclubs and off-licences, as well as for betting and gambling (including lottery tickets and casinos), dating and escort services, massage parlours and health spas, pawn shops and tobacco stores.
Your card cannot be used at self-service petrol pumps. You can use your card to pay for petrol by taking it to the cashier.
Please refer to your card provider for full details.

Is there a charge for this card?
No, there is no charge for the issue of this card. Other fees may apply as agreed with your card provider.

How do I manage my card?
You can check your balance and transactions:
• Online – by visiting www.allpay.net/my-prepaid-card - this service is free.
• Over the telephone – by calling Customer Services on 0330 808 0965. This service will cost the same as a local rate call from your landline and mobile and is included in your inclusive calls plan.

How do I report my card lost, stolen or damaged?
In the event of loss or theft of the card, you are responsible for reporting this as soon as possible by calling Customer Services on 0330 808 0965 and selecting the Lost & Stolen option. As soon as this is done, your card will be immediately blocked, protecting you from unauthorised usage. Any transactions made before the card is reported lost or stolen will be charged to your account.

How is money loaded onto my card?
Your card provider will load your funds onto your prepaid card.

How can I change my PIN?
You can change your PIN by calling the IVR on 0330 808 0965 and at any UK ATM where this service is available.
PIN Best Practice
• Never share your PIN with anyone
• Select a PIN that cannot be easily guessed. Do not use birth date or partial account numbers and try to avoid using sequential numbers like 1234, or repeated numbers like 1111.
• Memorise your PIN, do not write it down on your card or keep it on a piece of paper with your card.
• Do not use your PIN as a password for other bank services.
• Do not use the same PIN for all of your cards.
• Be aware of others nearby when entering your PIN at a point of sale or ATM
• Check your transactions regularly for unfamiliar transactions

Can I go overdrawn?
Your card is a prepaid Card, which means that you can only spend available funds on the card. Your card will be declined if there are not enough funds on the card for the purchase you are attempting. If for any reason a transaction is processed that exceeds your available funds, we may block your card, and your card provider will require you to repay the amount owing immediately.

What do I do if there is a transaction I do not recognise?
If you see a transaction that you do not recognise, you should contact Customer Services on 0330 808 0965 straight away. If, after discussing the transaction, we believe that it was not authorised by you, you will be refunded as soon as possible, and we will investigate on your behalf. We may need to cancel and replace your card for security reasons. If we need to do so, you will not be charged for a new card and your remaining balance will be transferred across to the new card.

Can I get my funds back if I want to cancel the card or no longer need it?
Funds on your card will be returned to your card provider.

How long is my card valid for?
The card is valid until the expiry date showing on the front of your card.

Will you carry out a credit check when I apply for a card?
We will not carry out a credit check; however, we will carry out checks to verify your identity and address. These searches will not impact upon your credit record; however the search may leave an indicator, 'called an 'enquiry' that such a search has been performed.

How is my personal information and privacy protected?
We safeguard your information in accordance with our Privacy Policy and applicable law. Please refer to the website www.allpay.net/privacy.

INSTANT ISSUE

Client ID

WELCOME TO YOUR PREPAID CARD

Thank you for your <<Local Authority>> Prepaid MasterCard® card application. This service is managed by allpay Limited on behalf of <<Local Authority>>. Any communication received regarding your prepaid card will be from allpay Limited.

HOW TO ACTIVATE YOUR CARD

STEP 1
Sign the reverse of your card. Call Customer Services on 0330 808 0102 and select option 1 and follow the instructions to activate your card.
You will need your Client ID, located at the top of this letter and your Date of Birth to activate your card.

STEP 2
You will be prompted to setup a memorable 6 digit telephone access code. This is the 6 digit code that is used to access your account details on the telephone service.

STEP 3
Once your card has been activated you will be given your 4 digit PIN for your card over the phone. Please ensure that you remember your PIN and keep it safe. You will need your PIN to make card purchases in shops and to obtain cash from an ATM where your card provider allows this.

USING YOUR CARD
Your card is accepted at thousands of merchants showing the MasterCard® acceptance mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards. You can check your balance by:
- Visiting www.allpay.net/my-prepaid-card
- Calling Customer Services on 0330 808 0102

TERMS AND CONDITIONS
Please keep your card safe. The e-money loaded onto your card should be treated just like the cash in your wallet. Further details are on the reverse of this letter, please read through carefully.

In the event of loss or theft of the card, you are responsible for reporting this as soon as possible by calling Customer Services on 0330 808 0102 and selecting the Lost & Stolen option. As soon as this is done, your card will be immediately blocked, protecting you from unauthorised usage. Any transactions made before the card is reported lost or stolen will be charged to your account. You should be aware that while you are provided with access to funds on the Card, those funds remain beneficially owned by <<Local Authority Name>> and any amount on the Card belongs solely to <<Local Authority Name>>. These funds may be reclaimed at any point by <<Local Authority Name>>.

It is extremely important that you read and familiarise yourself with the details on the reverse of this letter. If you experience any problems activating or using your card, please call Customer Services on 0330 808 0102.

Yours faithfully

allpay Limited

The allpay prepaid card is issued by allpay Ltd pursuant to license by Mastercard International Incorporated. allpay Ltd is a company regulated by the Financial Conduct Authority (FRN 900539) for the issuance of electronic money. Head office and registered address: Fortis et Fides, Whitestone Business Park, Whitestone Hereford, Herefordshire, HR1 3SE (Company No 02933191). Mastercard is a registered trademark of Mastercard International Incorporated.

Frequently Asked Questions

What is a prepaid card?
A prepaid card is a preloaded payment card, which is provided to you by your card provider (for example your local council). The card can be used to pay for goods and services, up to the value that is loaded onto it, you may use the prepaid Card at any location in the world that displays the MasterCard® acceptance mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards.

Can I use my card to withdraw cash at an ATM or for cashback?
You can withdraw up to £250 per day from an ATM displaying the MasterCard® Acceptance Mark, providing that this has been permitted by your card provider. Cashback is not permitted.

Are there any restrictions on where I can use my card?
Your card cannot be used at self-service petrol pumps. You can use your card to pay for petrol by taking it to the cashier.
You may be restricted from using your card for some purchases as agreed with your card provider. Your card will be restricted as standard at pubs, nightclubs and off-licences, as well as for betting and gambling (including lottery tickets and casinos), dating and escort services, massage parlours and health spas, pawn shops and tobacco stores.
Please refer to your card provider for full details.

Is there a charge for this card?
No, there is no charge for the issue of this card. Other fees may apply as agreed with your card provider.

How do I manage my card?
You can check your balance and transactions:
• Online – by visiting www.allpayprepaid.net/cardholder - this service is free.
• Over the telephone – by calling Customer Services on 0330 808 0102. This service will cost the same as a local rate call from your landline and mobile and is included in your inclusive calls plan.

How do I report my card lost, stolen or damaged?
In the event of loss or theft of the card, you are responsible for reporting this as soon as possible by calling Customer Services on 0330 808 0102 and selecting the Lost & Stolen option. As soon as this is done, your card will be immediately blocked, protecting you from unauthorised usage. Any transactions made before the card is reported lost or stolen will be charged to your account.

How is money loaded onto my card?
Your card provider will load your funds onto your prepaid card.

How can I change my PIN?
You can change your PIN by calling the IVR on 0330 808 0102 and at any UK ATM where this service is available.
PIN Best Practice
• Never share your PIN with anyone
• Select a PIN that cannot be easily guessed. Do not use birth date or partial account numbers and try to avoid using sequential numbers like 1234, or repeated numbers like 1111.
• Memorise your PIN, do not write it down on your card or keep it on a piece of paper with your card.
• Do not use your PIN as a password for other bank services.
• Do not use the same PIN for all of your cards.
• Be aware of others nearby when entering your PIN at a point of sale or ATM
• Check your transactions regularly for unfamiliar transactions

Can I go overdrawn?
Your card is a prepaid card, which means that you can only spend available funds on the card. Your card will be declined if there are not enough funds on the card for the purchase you are attempting. If for any reason a transaction is processed that exceeds your available funds, we may block your card, and your card provider or you may have to repay the amount owing immediately, depending on your agreement.
What do I do if there is a transaction I do not recognise?
If you see a transaction that you do not recognise, you should contact Customer Services on 0330 808 0102 straight away. If, after discussing the transaction, we believe that it was not authorised by you, the card will be refunded as soon as possible, and we will investigate on your behalf. We may need to cancel and replace your card for security reasons. If we need to do so, you will not be charged for a new card and the remaining balance will be transferred across to the new card.

Can I get my funds back if I want to cancel the card or no longer need it?
Funds on your card will be returned to your card provider.

How long is my card valid for?
The card is valid until the expiry date showing on the front of your card.

Can I use my card abroad?
Yes, depending upon what has been agreed with you by your card provider.

Will you carry out a credit check when I apply for a card?
We will not carry out a credit check; however, we will carry out checks to verify your identity and address. These searches will not impact upon your credit record; however the search may leave an indicator, called an 'enquiry' that such a search has been performed.

How is my personal information and privacy protected?
We safeguard your information in accordance with our Privacy Policy and applicable law. Please refer to the website www.allpay.net/privacy

DIRECT PAYMENT

Client ID

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STEP 3
Once your card has been activated you will be given your 4 digit PIN for your card over the phone. Please ensure that you remember your PIN and keep it safe. You will need your PIN to make card purchases in shops and to obtain cash from an ATM where your card provider allows this.

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It is extremely important that you read and familiarise yourself with the details on the reverse of this letter. If you experience any problems activating or using your card, please call Customer Services on 0330 808 0102.

Yours faithfully

allpay Limited

Frequently Asked Questions

What is a prepaid card?
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the MasterCard® Acceptance Mark, providing that this has been permitted by your card provider (e.g your local council).
Cashback is not permitted.

Are there any restrictions on where I can use my card?
You may be restricted from using your card for some purchases as agreed with your card provider. Your card will be restricted at pubs, nightclubs and off- licences, as well as for betting and gambling (including lottery tickets and casinos), dating and escort services, massage parlours and health spas, pawn shops and tobacco stores.
Your card cannot be used at self-service petrol pumps. You can use your card to pay for petrol by taking it to the cashier.
Please refer to your card provider for full details.

Is there a charge for this card?
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How do I manage my card?
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• Online – by visiting www.allpay.net/my-prepaid-card - this service is free.
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In the event of loss or theft of the card, you are responsible for reporting this as soon as possible by calling Customer Services on 0330 808 0102 and selecting the Lost & Stolen option. As soon as this is done, your card will be immediately blocked, protecting you from unauthorised usage. Any transactions made before the card is reported lost or stolen will be charged to your account.

How is money loaded onto my card?
Your card provider will load your funds onto your prepaid card. Where you are required to load funds to the card to satisfy your personal contribution requirement, your card provider will advise how much this is. You can then load the card by standing order or bank transfer. If you require assistance please contact Customer Services on 0330 808 0102.

How can I change my PIN?
You can change your PIN by calling the IVR on 0330 808 0102 and at any UK ATM where this service is available.

PIN Best Practice
• Never share your PIN with anyone
• Select a PIN that cannot be easily guessed. Do not use birth date or partial account numbers and try to avoid using sequential numbers like 1234, or repeated numbers like 1111.
• Memorise your PIN, do not write it down on your card or keep it on a piece of paper with your card.
• Do not use your PIN as a password for other bank services.
• Do not use the same PIN for all of your cards.
• Be aware of others nearby when entering your PIN at a point of sale or ATM.
• Check your transactions regularly for unfamiliar transactions.

Can I pay other people using my card?
Yes, you can set up payments to third party bank accounts using Faster Payment and Direct Debit, where allowed by your card provider, by visiting the website www.allpay.net/my-prepaid-card or by calling Customer Services on 0330 808 0102.

How do I set up a Direct Debit?
You can set up a Direct Debit by quoting the sort-code and account number associated with the card to your service provider.
Funds will be debited from your card by 2pm on the date that the Direct Debit is due. You must ensure that you have sufficient funds available on the card to pay a Direct Debit that is due.

Can I go overdrawn?
Your card is a prepaid card, which means that you can only spend available funds on the card. Your card will be declined if there are not enough funds on the card for the purchase you are attempting. If for any reason a transaction is processed that exceeds your available funds, we may block your card, and your card provider will require you to repay the amount owing immediately.

What do I do if there is a transaction I do not recognise?
If you see a transaction that you do not recognise, you should contact Customer Services on 0330 808 0102 straight away. If, after discussing the transaction, we believe that it was not authorised by you, you will be refunded as soon as possible, and we will investigate on your behalf. We may need to cancel and replace your card for security reasons. If we need to do so, you will not be charged for a new card and your remaining balance will be transferred across to the new card.

Can I get my funds back if I want to cancel the card or no longer need it?
Funds on your card will be returned to your card provider. If you made a personal contribution which was loaded onto your card, your card provider will return to you any funds to which you are entitled.

How long is my card valid for?
The card is valid until the expiry date showing on the front of your card.

Can I use my card abroad?
Yes, depending upon what has been agreed with you by your card provider.

How many cards can I hold?
You can have up to three (3) additional cards. Additional card holders must be 18 or over to qualify for a secondary card.

Will you carry out a credit check when I apply for a card?
We will not carry out a credit check; however, we will carry out checks to verify your identity and address. These searches will not impact upon your credit record; however the search may leave an indicator, called an 'enquiry' that such a search has been performed.

How is my personal information and privacy protected?
We safeguard your information in accordance with our Privacy Policy and applicable law. Please refer to the website www.allpay.net/privacy

SCHEDULE 6

DATA PROTECTION

BACKGROUND

This Schedule 6 sets out the parties' obligations in respect of Data Protection Legislation.

1. Interpretation

The following definitions and rules of interpretation apply in this Schedule 6.

1.1 Definitions:

Agreed Purpose: has the meaning given to it in paragraph 1.4 of this Schedule 6.

appropriate technical and organisational measures: shall have the meaning given to it in the Data Protection Legislation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Controller: shall have the meaning given to it in the Data Protection Legislation.

Criminal Offence Data: means Personal Data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018 (or other applicable Data Protection Legislation).

Data Discloser: has the meaning given to it in paragraph 1.1 of this Schedule 6.

Data Receiver: has the meaning given to it in paragraph 1.1 of this Schedule 6.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Data Subject: shall have the meaning given to it in the Data Protection Legislation.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Information Commissioner: shall have the meaning given to it in the Data Protection Legislation.

Personal Data: shall have the meaning given to it in the Data Protection Legislation.

Processing: shall have the meaning given to it in the Data Protection Legislation.

Personal Data Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Processor: shall have the meaning given to it in the Data Protection Legislation.

Shared Personal Data: the Personal Data and Special Categories of Personal Data to be shared between the parties under paragraph 2 of this Schedule 6.

Special Categories of Personal Data: the categories of Personal Data set out in the Data Protection Legislation.

Subject Rights Request: the exercise by a data subject of their rights under the Data Protection Legislation.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established (other than the Information Commissioner).

Term: the term of this Agreement.

1.2 A reference to a legislation or legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. Purpose

1.1 This Schedule 6 sets out the framework for the sharing of Personal Data when one Controller (the **Data Discloser**) discloses Personal Data to another Controller (the **Data Receiver**). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

1.2 The parties consider that they are each acting as independent Controllers with regard to the activities carried out under this Schedule 6.

1.3 The parties consider this data sharing initiative necessary and proportionate as it is required to enable the Company to provide the services set out in this Agreement to the Client.

1.4 The parties agree to only Process Shared Personal Data, as described in paragraph 2.1 and paragraph 2.2 of this Schedule 6, for the following purposes:

(a) to facilitate the prepaid card service;

(b) to manage this Agreement and resolve disputes; and

(c) to comply with regulatory requirements including without limitation FCA obligations, anti-money laundering and fraud prevention,

as the case may be from time to time, having regard to the scope of the services to be provided under this Agreement.

The parties shall not Process Shared Personal Data in a way that is incompatible with the purposes described in this paragraph (**Agreed Purpose**).

1.5 Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to improve actively the effectiveness of the data sharing initiative. The points of contact for each of the parties are:

(a) For the Company: Data Protection Officer, dataprotection@allpay.net; and

(b) For the Client: [ROLE, TEAM AND CONTACT DETAILS]

2. Shared Personal Data

2.1 The following types of Personal Data will be shared between the parties during the Term:

(a) name, job title and work contact details of each party's representatives;

(b) name, date of birth, address and other contact details of Cardholders;

(c) bank details of Cardholders;

(d) any other Personal Data required by the Company to meet its regulatory obligations; and

(e) any other Personal Data required to enable the Company to provide the services set out in this Agreement.

2.2 Special Categories of Personal Data of Cardholders will not be shared between the parties. The following types of Special Categories of Personal Data relating to individuals who hold senior positions within the Client will be shared between the parties during the Term for the purposes of complying with regulatory obligations:

(a) racial or ethnic origin.

2.3 Criminal Offence Data will not be shared between the parties.

2.4 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

3. Lawful, fair and transparent processing

3.1 Each party shall ensure that it Processes the Shared Personal Data fairly and lawfully in accordance with paragraph 3.2 below during the Term.

3.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Shared Personal Data.

3.3 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with Subject Rights Requests within the time limits imposed by the Data Protection Legislation.

3.4 The Client shall provide the Cardholders with a link to the Company's privacy notice which can be found at www.allpay.net at the earliest opportunity and before sharing the Shared Personal Data with the Company.

4. Data quality

4.1 The Data Discloser shall ensure that before sharing the Shared Personal Data, it is accurate.

4.2 Shared Personal Data must be limited to the Personal Data described in paragraph 2.1 and paragraph 2.2 of this Schedule 6.

5. Data subjects' rights

5.1 The SPoC for each party is responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each party are detailed in paragraph 1.5 of this Schedule 6.

6. Data retention and deletion

6.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.

6.2 Notwithstanding paragraph 6.1 above, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

6.3 The Data Receiver shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed in the following circumstances:

(a) on termination of this Agreement;

(b) on expiry of the Term; or

(c) once Processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in paragraph 1.4 of this Schedule 6.

7. Transfers

7.1 If the Data Receiver appoints a third party Processor to Process the Shared Personal Data it shall comply with the relevant provisions of the Data Protection Legislation.

7.2 The Client acknowledges that as at the date of this Agreement, the Company uses the following processors:

Supplier	**Service Provided**	**Where the data is processed**
Genysys	Call centre software solution	UK
Mimecast	Email encryption service	UK
Synalogik	Fraud prevention	UK
Compliance Assist	Conduct, PEPs and sanctions checks	UK
Mastercard	Prepaid card scheme provider	UK and international
PayTic	Reconciliation system	UK
Salesforce	CRM system	UK

Microsoft Azure	Cloud Hosting Provider	UK
Salt Edge	Interface enabling open banking	EEA
Amazon Web Services	OTP service provider	UK
Enfuce	Platform that processes the transactions made on a prepaid card	UK
Carta	Platform that processes the transactions made on a prepaid card	UK, EEA & Cyprus
Clearbank	Agency banking services	UK

8. Security and training

8.1 The Data Discloser shall ensure that when transferring the Shared Personal Data, it shall do so by an agreed secure method.

8.2 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

(a) prevent:

(i) unauthorised or unlawful processing of the Shared Personal Data; and

(ii) the accidental loss or destruction of, or damage to, the Shared Personal Data

(b) ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the Shared Personal Data to be protected.

8.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in this Schedule 6 together with any other applicable Data Protection Legislation and have entered into confidentiality agreements relating to the Processing of Personal Data.

8.4 The level, content and regularity of training referred to in paragraph 8.3 above shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data.

9. Personal data breaches and reporting procedures

9.1 Each party will inform the other party of any Personal Data Breach where there is a requirement to notify the Information Commissioner or any Supervisory Authority or Data Subject(s).

9.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

10. Resolution of disputes with data subjects and the Information Commissioner or the Supervisory Authority

10.1 In the event of a dispute, complaint or claim brought by a Data Subject or the Information Commissioner or a Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other in writing about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.

10.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner or by a Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means).

11. Warranties

11.1 The Client warrants and undertakes that it is entitled to provide the Shared Personal Data to the Company and it will ensure that the Shared Personal Data is accurate.

12. Changes to the applicable law

12.1 If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the changes.

SCHEDULE 7

Prepaid Contract Chargeback Policy and Procedure

1 Introduction

A chargeback is when a customer disputes a charge and requests a refund from the card company. MasterCard defines a chargeback as a "procedure in which an issuer charges all or part of an transaction back to the acquirer in accordance with MasterCard regulations".

Example

Following the first presentment of a settled transaction from the merchant's processing bank (acquirer), either a cardholder or client (on behalf of a cardholder) may dispute the transaction or allpay, may deem the transaction not to be valid.

allpay can return the presented transaction as a chargeback to the acquirer, within pre-defined time frames (these time frames vary according to the chargeback reason code with which they are raised under). allpay cannot charge back a transaction for an amount that exceeds the full amount of the transaction presented by the acquirer.

The acquirer has up to 45 calendar days to respond to allpay, either agreeing to the chargeback request or upholding the disputed transaction by representing it to allpay for the same or lesser amount of the chargeback received, known as second presentment.

If after receiving the second presentment, an agreement cannot be reached through this mediation process. allpay may hold the right to pursue the recovery of funds through additional stages of the chargeback lifecycle, with MasterCard acting as the final arbiter.

2 Policy

In the event a cardholder or client (on behalf of a cardholder) disputes a pending or settled charge on their card and raises this to allpay, it is allpay's policy to review the dispute in line with the MasterCard regulations and confirm if it is possible to raise the chargeback in the first instance.

allpay will advise the client or cardholder if it is possible to raise the chargeback within MasterCard rules follow the Chargeback Procedure outlined below.

3 Procedure

Cardholder/Client Disputes

A cardholder/client may contact allpay's Client Services team to dispute a transaction. In such instances the following actions are undertaken:

Pending Transactions

Pending transactions occur when a merchant participates in processing a transaction via a two stage process, known as dual messaging.

First an authorisation request message is sent from the merchant to the issuer to ensure the account is in good standing (sufficient funds on the card, the account is active, etc) and the available funds on the card are 'ring fenced'.

Following on from this, should the merchant continue with the processing of the transaction, a second 'settlement' message is sent to the issuer to debit the cardholder's account for the pre-authorised amount or less. A merchant has pre-defined time frames in which to present the second 'settlement' message this is usually 7 however, for pre-authorisations this is 30 days. Should no settlement message be received within these timeframes, the 'ring fenced' funds should automatically be released back onto the card.

Pending transactions cannot be charged back until the second settlement message has been received. In the event a cardholder/client queries a pending transaction due to no available funds being left on the card and therefore require the transaction to be purged. Either the cardholder will need to provide written confirmation from the merchant that the transaction has not been processed or alternatively, the client will need to send email confirmation referencing the pending transaction details and assuming liability for this transaction in the event the merchant subsequently submits a settlement message.

The cardholder's merchant/client's confirmation email along with a request to purge the transaction, will need to be forwarded to the allpay Client Services team.

Settled Transactions

Settled transactions are those in which the funds have been debited from the cardholder's account and remitted to the merchant.

Disputes involving a settled transaction would need to be directed to allpay's Client Service team, who will;

- Enquire whether the cardholder has attempted to resolve the issue directly with the merchant in the first instance, if not request that they do so (Except in the event of suspected fraud/fraud cases), i.e. Request a refund, replacement goods, etc.
- If after contacting the merchant, the matter remains unresolved allpay will request that the cardholder complete and return a Transaction Dispute Form (TDF), referencing specifically the transactions under contention with accompanying documentation to support the dispute (e.g. Contract, Sales Slip, Invoice, Expert's Opinion).

Upon receipt of the completed TDF, allpay will evaluate the claim against the chargeback rights outlined by MasterCard. Those disputes which allpay believe to be valid, will be processed through the chargeback cycle in an attempt to reclaim the funds from the merchant. Funds successfully recovered will be credited to the cardholder, within 50 days of receipt. Transaction disputes that allpay believe do not hold sufficient rights, it is not economically viable to pursue or have been unsuccessfully recovered through the chargeback process will not be credited back to the account and the cardholder will be advised of the outcome.