

Commercial Agreement

	Party 1	Party 2
Name of Business ('Party')	Advanced Payment Solutions Limited ("APS")	("The Company")
Registered Address of Business (if applicable)	6th Floor, One London Wall, London EC2Y 5EB	
Company Number (if applicable)	04947027	
Correspondence Address	Level 4, 10 Eastcheap, London EC3M 1AJ	

Term of Agreement

This agreement (herein referred to as the "Commercial Agreement") incorporates the Cashplus Standard Terms (Reference CORP042011) (the "Standard Terms") and all references in the Standard Terms to the "Commercial Agreement" are to this Commercial Agreement. This Commercial Agreement is made on the terms and subject to the conditions of the Standard Terms.

Unless otherwise terminated in accordance with the provisions of this Commercial Agreement, this Commercial Agreement shall take effect on (insert start date) __/__/____ and remain in force for an initial period of x years, with x months notice required. If notice to terminate this Commercial Agreement is not given before the expiry of this initial period, this Commercial Agreement shall run for a further minimum period of xx months and shall continue thereafter until terminated by either Party on not less than xx months notice in writing to the other

Financials

Item	Amount
Contract set-up fee	£1,000.00
Enhanced MCC Blocking for programme set up - (Optional)	£500.00
Cardholder MCC Blocking (per batch) – (Optional)	£50.00
Individual Card Account issue fee (new & renewal) – Annual Fee	Up to 499 = £29.99 500 – 999 = £25.00 1,000 – 4,999 = £20.00 5,000+ = £15.00
Additional and Replacement Card fee	£4.95
UK purchase transactions in Sterling (£)	No Charge & unlimited
Top-up by Company	No Charge
Online account management by Cardholder – 24/7	No Charge
ATM withdrawals UK (Non UK)	£0.99 (£3.00)
Cash withdrawals at bank or quasi-cash purchases	£3.00
Foreign transaction fee as % of amount withdrawn/spent *	2.99%
Bill Pay and Direct Debits	£0.35 per payment
Individual Card cancellation fee where applicable (for refund of cash value in the Account)	£10.00
Dispute transaction fee (only applies if transaction is proven to be genuine)	£20.00
Account Maintenance (only applies if an account has no transactions including top-ups for a period of 120 days from the date of the last transaction and funds are available).	£4.95 per month

1. Fees may be increased each year on the 1st April (commencing 1st April 2012) to reflect increases in the Retail Price Index published by the Office for National Statistics or a successor Ministry, Department or other office (or such other index as may replace the Retail Price Index in the event the latter is no longer produced) for March in the same Financial Year.

Individual Card Limits

Item	Amount
Maximum Account Balance	£15,000.00
Maximum Top-up	£5,000 to a maximum balance of £15,000
Maximum Annual Top-up/Spend	Unlimited
Maximum Spend per transaction	Up to available balance – maximum £15,000
Maximum ATM withdrawals per day	£500.00

Top-up Arrangements

The Company will remit to APS such funds that it may load through the APlus sytem in accordance with clauses 5.4 to 5.7 of the associated 'Cashplus Standard Terms' that form part of this Agreement unless other alternative top-up arrangements are agreed.

Payment Arrangements

All fees and charges will be invoiced by APS to the Company on a monthly basis. Payments will be made by the Company to APS within 15 business days of invoicing.

No interest will be payable to the Company with regard to the funds held on the Card Accounts.

Payments are to be made to;	
Bank Account Name	APS Current Account
Bank Sort Code	15-20-25
Bank Account Number	10184595

Agreed for and on behalf of APS;

By (signature)

Name Rich Wagner

Title CEO

Date

Agreed for and on behalf of Company;

By (signature)

Name

Title

Date