

# Buyer Initiated Payment (BIP) Services Addendum (“Agreement”)

## American Express Buyer Initiated Payments (BIP) New Account Set Up Information (Australia)

All Fields are MANDATORY and must be completed in black pen and in block letters.

### Account User/s Details<sup>1</sup>

BIP Account 1					
Corporate ID (15 digits)	Name of BIP Account (Max 20 Characters)			User name	
0 0 6 0 0 0 0 0 0 0					
Name (First and Surname)	Date of Birth	Business Phone Number			
Email Address	Business Address				

BIP Account 2					
Corporate ID (15 digits)	Name of BIP Account (Max 20 Characters)			User name	
0 0 6 0 0 0 0 0 0 0					
Name (First and Surname)	Date of Birth	Business Phone Number			
Email Address	Business Address				

BIP Account 3					
Corporate ID (15 digits)	Name of BIP Account (Max 20 Characters)			User name	
0 0 6 0 0 0 0 0 0 0					
Name (First and Surname)	Date of Birth	Business Phone Number			
Email Address	Business Address				

BIP Account 4					
Corporate ID (15 digits)	Name of BIP Account (Max 20 Characters)			User name	
0 0 6 0 0 0 0 0 0 0					
Name (First and Surname)	Date of Birth	Business Phone Number			
Email Address	Business Address				

### Nominate ideal date of month for billing period to end<sup>2</sup>

<b>Cycle</b>	0	1	2	3	4	5	6	7	8	9
<b>Cycle Cut Date</b>	3	6	9	12	15	19	21	24	26	29
<b>Please indicate cycles required for your BIP accounts (x)</b>										

1. All Non-Plastic Card Applications must also include an individual’s Name and Date of Birth. This ensures that the Client and Client’s Non-Plastic Card Account holder is protected by American Express Security during our Servicing Process. Multiple Account users can be assigned to a single account, and a BIP Account user may be assigned outside of the Program Administrator role.

2. Ideal Date of Month for Billing Period to End – Please consult with your American Express representative regarding which Billing Date you wish to receive your BIP Account statements.

American Express Office Use Only					
PROD	609	PROC	6	TEAM	6
BILL IND		FEE	9	DELIV	XXXX
REV	7	XREF RSN		SEX	
DIR DEB		PRES/PREV		SIGN	Y
CARD DESIGN TYPE		000005		AML	E

## BIP Agreement (Continued)

Parties	American Express Australia Limited (“we”, “us”, “our” and “Amex”) and [Redacted] (“you”, “your” or Buyer”)
Effective Date	[Redacted]

This Agreement is an Addendum to your American Express Corporate Account Agreement, including the terms and conditions therein (as varied from time to time) (“**Corporate Agreement**”), pursuant to which American Express has established your Corporate Account. Together, this Agreement and the Corporate Agreement set out the terms and conditions of your use of the BIP Service. Should there be any inconsistency between this Agreement and the Corporate Agreement, the terms of this Agreement shall have priority. For the purpose of the definitions in the Corporate Agreement (i.e. clause 1), any Charges processed in accordance with this Agreement will qualify as “Charges” for the purposes of the Corporate Agreement, the BIP Account (as defined below) is a “Card Account” and/or “Account” for the purpose of the Corporate Agreement, and “you” (as defined above) meets the definition of “you” in the Corporate Agreement.

In so far as information is not included below as to how we operate and manage your BIP Account, the Corporate Agreement will cover such information (for instance, Privacy obligations/rights).

### Definition of words and phrases used throughout this Agreement:

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” means this Buyer Initiated Payment (“BIP”) Services Addendum.

“**American Express Parties**” means Amex, its affiliates, third party suppliers and contractors and each of their respective directors, officers, shareholders, employees and agents.

“**BIP Account(s)**” means accounts established by Amex pursuant to this Agreement solely for your use of the BIP Service, which accounts will not include the issuance of any plastic card(s).

“**BIP Beneficiaries**” means Suppliers who do not presently have an agreement with Amex to accept some form of Amex payment method.

“**Charge(s)**” mean all payments you direct us to push to a Supplier when you use the BIP Service and all other amounts charged to your BIP Account(s) under this Agreement, including, without limitation, Processing Fees (if applicable), and any other fees.

“**Supplier(s)**” means any entity from whom you are procuring goods and/or services and whom we have approved for receipt of payments from you under the BIP Service.

“**User(s)**” will mean any persons designated by you to Amex as authorised users of the BIP Service, including Program Administrators or any other person using the BIP Service on your behalf.

## 1. About the Amex BIP Service and Accounts

### 1.1 The BIP Service

Buyer Initiated Payments Service (the “**BIP Service**”) is a proprietary Amex electronic payment method which allows you to push payments to your Supplier’s bank account(s) through the generation of payment instruction files. Each of these payments will qualify as a Charge.

As each Charge is processed, it will be recorded in your BIP Account(s) established solely for your BIP Service.

### 1.2 Use of the BIP Service and BIP Account(s)

Use of the BIP Service is subject to the terms and conditions of this Agreement and is restricted to Users. You agree that your policies will limit the use of BIP Account(s) and the BIP Service to legitimate business purposes and that you and your Users will comply with that policy.

All BIP Service payments made by Amex shall be made to and for the benefit of the Buyer only. You agree not to use the BIP Account(s) to make payments to your own bank account, to the account of any entity that is your Affiliate, or to pay a debt owed to Amex or an Affiliate of Amex. You agree to instruct your Users these obligations.

Amex does not provide financial, tax or accounting advice. You should consult your own financial, taxation and accounting advisors regarding your use of the BIP Service.

### 1.3 Designating a Program Administrator and User

You will designate in writing to Amex certain individual(s) to manage the BIP Account(s) on your behalf as your program administrator(s) (the "**Program Administrator(s)**"). Amex will rely on written and oral directions received from a Program Administrator, including for the opening of new BIP Account(s), and you are liable for actions taken by your Program Administrator(s) and/or Users. You represent and warrant that you will obtain all consents and approvals, and make all disclosures required by applicable law, to allow the Program Administrator(s) to manage and take any action with respect to the BIP Account(s) and BIP Service.

You understand that the designation of, and restricting access to, Users is part of the security of your BIP Account(s). You agree that you will not substitute or replace any User, or add any additional Users, except upon written notice to and with the assistance of the applicable Amex team whose responsibility it is to provide the BIP Service. Amex is not responsible for the acts or omissions (including fraud or malfeasance) on the part of any Program Administrator, User, employee, representative or agent who uses or manages any BIP Account on your behalf.

### 1.4 Promise to Pay; Your Retained Obligations

All Charges incurred under the BIP Service will be final and irrevocable and you are liable to Amex for all Charges incurred on the BIP Account(s).

You acknowledge and agree that, regardless of the basis of the claim or action, unless Amex has actually contributed to the loss (for example, by way of fraud) Amex will not be liable in any manner for any problems with the goods or services provided to you by any Supplier. You agree to resolve any disputes concerning the purchase or payment you made using the BIP Service directly with the relevant Supplier and you will not under any circumstances attempt to offset or withhold any such disputed amounts against your obligation to pay all Charges on the BIP Account(s).

If you request that Amex charge back a Supplier and Amex elects to do so, you will indemnify and hold harmless Amex from and against any claim against Amex based upon the rejection of such goods or services and the Charges related thereto.

### 1.5 How to Make Payments to Amex

Amex will issue to you a monthly billing statement recording all Charges processed on your BIP Account(s). You agree to pay all Charges appearing on each statement on the date specified on the statement. Payment terms are the earlier of 28 days after the date on the statement, or the due date specified in the statement.

Once we received payment from you, we will credit it to the applicable BIP Account as of the day we receive it, as long as we receive it by the time disclosed in the billing statement. If we receive your payment after that time, we will credit the payment to your applicable BIP Account on the day after we receive it. If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into AUD, unless the law requires us to use a particular rate. If we process a late payment, a partial payment, or a payment marked with any restrictive language, processing such payment will have no effect on our rights and will not change this Agreement.

### 1.6 Membership Rewards

BIP Account(s) will not be eligible to participate in the American Express Membership Rewards Program.

## 2. Fees and Charges

### 2.1 Processing Fee

Processing Fee means the fee you agree to pay us on payments made by you using the BIP Service. If a Processing Fee is applicable, the amount of the Processing Fee is described in the applicable **Deal Supplement(s)** between you and us, which is incorporated into this Agreement.

### 2.2 Other Fees and Charges

All other applicable fees and charges are as set out in Schedule 1 to this Agreement.

### 3. About using the BIP Service

#### 3.1 Onboarding of your Suppliers

Where available, you may request and we will use our reasonable efforts to provide you with certain Supplier related services (the “**Supplier Enablement Services**”), including (i) identifying your designated Suppliers that are existing Amex-accepting merchants, (ii) contacting such Suppliers on your behalf, (iii) notifying you of those Suppliers that desire to receive invoice payments via the BIP Service and (iv) other Supplier matching, verification and outreach services. You acknowledge and agree that use of the Supplier Enablement Services is not a guarantee of acceptance of payment via BIP Service by Suppliers.

#### 3.2 Your Obligations

During your initial set up, within 30 calendar days of the Effective Date (or any further period as agreed between the parties), you will provide us with your target list of Suppliers. In addition, once we receive this target list of Suppliers, you agree to assist in the enablement of the Suppliers included on your target list by providing, if we identify those Suppliers as BIP Beneficiaries:

- a. Relevant contact details (name, address, phone number); and
- b. Payment details (bank name, bank account and BSB number)

You are responsible for verifying those payment details of BIP Beneficiaries as Amex will not be responsible for any errors in those details. You also acknowledge that you will have obtained the consent of the BIP Beneficiaries to share this information with us, and you will also ensure they are aware of their ability to access that information in accordance with the Privacy Act.

You also agree to provide to us, when requested, such other information about your Suppliers as may be needed to implement the BIP Service, including sample invoices and information that helps us to identify such Suppliers.

#### 3.3 Passwords and Security

For some versions of the BIP Service, we may provide Users with a unique user ID (each, a “**User ID**”) and password (each, a “**Password**”) to allow such Users to access the BIP Service. You are responsible for maintaining the confidentiality of the Passwords and User IDs and for any and all activities that occur under each User ID and Password. You must notify us in writing immediately of any unauthorised access or use of the BIP Service, User IDs or Passwords or any other breach of security. You agree to be bound by any transaction, whether or not authorised, placed in your name and accepted by us in accordance with the agreed security procedures, and you will indemnify, defend and hold us harmless from and against any such claims relating to such transactions.

### 4. About Making Payments with BIP Service

#### 4.1 Available Payment Methods in the BIP Service

Within the BIP Service, you will be able to make payments to your Suppliers via the BIP Account only.

#### 4.2 Payments to Your Suppliers

You acknowledge and agree that we (and other financial institutions with whom we work to process payments) may execute your payment orders relying on the following information provided by you: (a) the bank account number or other identifying number of the Supplier, even if the Supplier name in such payment order differs from the name on the bank account credited by the beneficiary bank. It is your responsibility to confirm the bank details of any BIP Beneficiaries.

You agree to use the BIP Service only for lawful purposes and in full compliance with applicable law. You represent and warrant that with respect to all transactions on the BIP Service:

- a. All transaction details that you provide are complete, truthful and accurate;
- b. Unless we agree in writing otherwise (based on your circumstances) all payment orders are initiated only from your locations physically located within Australia; and
- c. You will not allow any third party to re-sell, access or subcontract (e.g., through use of “payable-through” or “concentration” accounts) the BIP Service to any other person or entity.

#### 4.3 Cancellation, Amendment, Stop Payment and Refund

We are under no obligation to cancel or amend a payment order. We may do so solely as an accommodation upon your request provided (a) we will not be liable under any circumstances if such request is not met and (b) we receive the request at a time and in a manner affording us a reasonable opportunity to act on the request before accepting the order. Any instruction by you to cancel or amend an existing order must be in writing in the form specified by us. You agree to indemnify, defend and hold us harmless from and against all claims, demands, costs, expenses and liabilities arising out of a cancellation or amendment request; you agree to reimburse us for all of our expenses incurred in providing a refund and in attempting to cancel or amend the original order; and agree not to claim any amount from us if the order is not cancelled or amended or if we or our representatives fail to cancel or amend an order. You acknowledge that the Processing Fee is not refundable, regardless of whether an order is amended, cancelled or withdrawn.

## 5. Other Important Information

### 5.1 Credit Reports / Privacy

You agree that we may request and review report(s) about your finances and those of your Affiliates from you, and/or a credit reporting agency or other agency. You agree that we may request financial reports and/or financial statements from you or any of your Affiliates to ascertain you or your Affiliates' creditworthiness. You also agree that American Express Parties may obtain credit bureau and other reports with respect to you, your Affiliates (with the appropriate consent) and your Suppliers, including for the performance of periodic creditworthiness checks through credit bureau and other reports.

The American Express Privacy Policy Statement sets out how American Express collects, uses, shares and keeps your credit and personal information. If you do not agree to our use of your credit and personal information in this way, we may be unable to provide our products and services to you. The way we collect, use, share and keep your information is subject to the Privacy Act. The American Express Credit Reporting Policy is available at [www.americanexpress.com.au/creditinfo](http://www.americanexpress.com.au/creditinfo) and contains additional information about:

- Credit reporting including credit reporting bodies to which American Express is likely to disclose your credit information;
- How you may access and seek correction of your credit information held by American Express; and
- How you may complain about a failure of American Express to comply with the Privacy Act and how American Express will deal with a complaint

### 5.2 Cancellation or Suspension of your BIP Accounts

We may approve or decline the issuance of an BIP Account to you and/or your Affiliates, and may cancel, suspend or limit spending on any BIP Account at any time for any reason. In addition, we may at any time require you to provide a guarantee of payment from a third-party, pledge of collateral or other similar security. We will give you notice if we take or require such action to be taken.

### 5.3 Changes to the Agreement

This Agreement may not be amended unless in writing and signed by you and Amex, except that Amex has the right to effect Program Modifications at any time upon notice to you. A "**Program Modification**" means a change in or to (a) a fee, benefit, feature or method of operation of the BIP Service or any BIP Account or (b) this Agreement, in each case, which change is generally and broadly applicable. You agree that any Program Modification by Amex will become effective if you maintain or use the BIP Accounts after the effective date specified in the notice. You may choose not to accept the Program Modifications by terminating this Agreement (and thereafter repaying any outstanding amounts owed to us).

### 5.4 Terminating this Agreement

This Agreement may be terminated for the following reasons:

For Convenience. Either party may terminate for any or no reason upon thirty (30) days written notice to the other party.

For Financial Condition: Either party may terminate immediately upon the occurrence of any of the following: (1) the liquidation or dissolution of the other party or (2) the insolvency of the other party or the filing of bankruptcy proceedings or similar proceedings with respect to the business of the other party.

Termination of BIP Accounts: This Agreement will terminate immediately upon the termination of all the BIP Account(s) established for the BIP Service. For the avoidance of doubt, the termination of an individual BIP Account will not result in termination of this Agreement if other BIP Account(s) established for the BIP Service will remain active after such termination.

In addition, Amex may immediately suspend the BIP Service if: (i) you are in default of this Agreement or any other agreement you have with us or an American Express Party, or (iii) we believe you may be unwilling or unable to pay your financial obligations when due.

The terms of this Agreement will continue to apply to any outstanding Charges and any other obligations incurred prior to the termination of this Agreement or any BIP Account.

### 5.5 Confidentiality Obligations

We both agree to preserve the confidentiality of all the terms of this Agreement (including any applicable Deal Supplement(s)) and any information of a confidential and proprietary nature that the receiving party (the "**Receiving Party**") receives from the other party (the "**Disclosing Party**") in the performance of or in connection with this Agreement (collectively, "**Confidential Information**") using at least the same degree of care as each party employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

The foregoing confidentiality and restricted use obligations will not apply to information that is: (a) in an aggregate form non-attributable to the Disclosing Party; (b) already known and free of any restriction on the Receiving Party at the time it is obtained; (c) subsequently learned from an independent third party free of restriction; (d) publicly available; or (e) required by law or court order to be disclosed under applicable law; provided, however, that unless prohibited by law and if practicable, the Receiving Party will (i) give prompt written notice of any such request or requirement to the Disclosing Party, and of the Confidential Information it believes it is required to disclose; and (ii) cooperate to the extent practicable with the Disclosing Party, at the Disclosing Party's expense, with any reasonable efforts of the Disclosing Party to avoid or minimise such disclosure and/or obtain confidential treatment thereof or other protective order.

The Receiving Party will not use the Confidential Information of the Disclosing Party or disclose the Confidential Information of the Disclosing Party to any person, firm, or other legal entity, provided that (a) either party may disclose the terms and conditions of this Agreement to its employees, officers, agents, representatives, including, without limitation, its legal and financial consultants, and affiliates, provided further that such persons, firms or legal entities comply with the confidentiality provisions of this Agreement, and (b) Amex may use the Buyer's Confidential Information in connection with providing existing or new Amex benefits, products and services, including, without limitation, disclosing Confidential Information to third party service providers (or licensees) who are bound to keep such information confidential. This provision will survive the termination of this Agreement.

## 5.6 BIP Service License Rights and Terms

### License to Amex for Transaction Data:

You hereby grant us and our third party service providers an irrevocable, perpetual, world-wide, non-exclusive license to use, reproduce, store, encode, resize, reformat, host, process and otherwise modify, translate, maintain or prepare derivatives, and perform, display, disseminate and distribute the Transaction Data you input to the BIP Service and to otherwise deal with such Transaction Data as may be reasonably necessary for us to provide the BIP Service to you. You represent and warrant that you have the right to grant such license to us. "Transaction Data" means any data provided by you in connection with the BIP Service or any data output from the BIP Service from the processing of such data.

### License to you to use the BIP Service:

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, non-transferable, non-exclusive license to designate Users to access and use the BIP Service for the sole purpose of managing your invoices and payments and/or creating reports relating thereto and solely during the term of this Agreement (the "**License**"). Upon your written request we may grant the License to certain of your Affiliates which are approved by us and which agree to be bound by this Agreement.

This license does not constitute a sale, nor does it pass to you any title to or any proprietary rights in the BIP Service nor will you acquire any right or interest in the BIP Service as a result of any changes to, modifications of or additions to the BIP Service made by you or Amex.

All copyright, design right and other intellectual property rights in any plans, specifications or other documents or materials produced by American Express Parties for the purpose of providing the BIP Service will belong to us and vest in us and we maintain all rights, title and interests in and to the BIP Service and the information and data collected while providing the BIP Service.

## 5.7 Restrictions on You

Neither you nor your Users will: (i) remove any copyright or other proprietary legends from the BIP Service, including, but not limited to, copyright or trademark notices; (ii) sub-license, lease, rent, assign, transfer or distribute the BIP Service or any information, software, products or services obtained from the BIP Service to any third party; (iii) alter, modify, copy, enhance or adapt the BIP Service or the Documentation; (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the BIP Service with any other software or materials or otherwise attempt to obtain the source code to the BIP Service; (v) otherwise create or attempt to create any derivative works from the BIP Service; (vi) use the BIP Service for any purpose that is unlawful or prohibited by this Agreement; (vii) attempt to obtain any materials or information through any means not intentionally made available through the BIP Service; or (ix) attempt to gain unauthorised access to the BIP Service, other Passwords or User IDs, or computer systems or networks connected to any Amex server or to the BIP Service, through hacking, password mining or any other means. Notwithstanding the foregoing, you may download, keep or merge reports generated by you through the BIP Service. Amex retains all proprietary rights to the format and arrangement of any and all reports generated through the BIP Service.

You and each User will (i) comply with all applicable laws with respect to the BIP Service, including, but not limited to, laws related to the export of technical or personal data; (ii) only use the BIP Service with content and data for which you have all necessary rights; and (iii) use the BIP Service in accordance with the Documentation, as it may be amended from time to time and as provided by Amex. "**Documentation**" means all manuals, end-user documentation, quick-reference guides and other related materials pertaining to the BIP Service.

## 5.8 Disclaimer of Warranties

We make no representation that the BIP Service, or any materials provided through the BIP Service, is appropriate or available for use in locations outside Australia, and accessing them from territories where their contents are illegal is prohibited. Users who choose to access the BIP Service from other locations do so on their own initiative and are responsible for compliance with local laws. The American Express Parties will not be responsible for any third party's software, service or hardware you provide or use in the performance of the Services under this Addendum. You expressly agree that your use of the BIP Service and access to the software is at your sole risk. The BIP Service is made available on an "as is", "as available" basis. Amex hereby expressly disclaims on behalf of itself and the American Express Parties, any and all warranties, including without limitation, any warranty that the BIP Service will be uninterrupted or error-free and express or implied warranties of: (1) merchantability; (ii) fitness for a particular purpose; and (iii) non-infringement. Amex does not and cannot control the flow of data to or from the internet, and/or your computer equipment. At times, actions or inactions of third parties can impair or disrupt your connections to the internet and/or the BIP Service. Accordingly, Amex disclaims any and all liability resulting therefrom. Furthermore, no American Express Parties will be liable to you or any other party for claims, losses and damages arising from (a) incorrect information provided by you or the interception of data transmitted from or by you; (b) your or your Users' unauthorised use of the BIP Service; and (c) delay in any payment via the use of the BIP Service. We may provide, at no cost to you, such ongoing technical support for the operational use of the BIP Service as we determine may be needed. However, any such technical support will be provided subject to the terms of this Section.

### **5.9 Assignment**

You may not assign this Agreement (or any of your rights or obligations under this Agreement), in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without the prior written consent of Amex. Any purported assignment by operation of law is voidable in Amex's sole discretion. Except as otherwise specified herein, this Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns. We reserve all rights to assign or transfer this Agreement.

### **5.10 Indemnification**

Subject to the Limitation of Liability section below, each party agrees to indemnify and hold harmless the other party from any third party claims, liabilities, losses or damages (including, without limitation, reasonable fees and disbursements of legal counsel in connection therewith) asserted against the other party and based upon or arising out of the indemnifying party's failure to perform, or its wrongful performance of, any of its obligations or duties under this Agreement.

### **5.11 Limitation of Liability**

In no event will Amex's aggregate liability for any claims, damages, lawsuits, losses or causes of action arising under or relating to this Agreement (whether in contract, tort, warranty or otherwise) exceed the combined total amount of fees billed to you by Amex pursuant to the terms of this Agreement in the twelve (12) month period immediately preceding the event giving rise to such liability regardless of the basis of the claim or cause of action. Notwithstanding anything to the contrary herein, the foregoing limitation of liability will not apply to amounts due and owing to Amex or any Amex entity hereunder for charges or amounts due and owing to either party pursuant to the Deal Supplement, if any.

Notwithstanding anything contained in this Agreement to the contrary and except as otherwise expressly prohibited by applicable law, neither party nor its direct or indirect subsidiaries, affiliates, agents, employees or representatives will be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind (including, without limitation, lost revenues, loss of profits, or loss of business) arising from this Agreement or relating to the obligations hereunder, even if advised of such potential damages.

### **5.12 Governing Law**

This Agreement will be governed by, construed and enforced in accordance with the laws of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales.

### **5.13 Force Majeure**

Neither party, nor Amex's third-party suppliers and licensors, will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their control including, without limitation, acts of God or nature, government intervention, power, communications, satellite or network failures, unauthorised access or theft, acts of terror, or labor disputes or strikes.

### **5.14 Third-Party Beneficiary**

Except for Amex's Affiliates, suppliers and licensors, no third party will be a beneficiary of this Agreement.

### **5.15 No Waiver**

Except as otherwise expressly provided for in this Agreement, failure by Amex to enforce any term or condition of this Agreement or an applicable Deal Supplement will not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

### **5.16 Severability**

In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. If any provision of this Agreement conflicts with any applicable law or regulation, such provision will be deemed to be modified or deleted so as to be consistent with such law or regulation in a manner closest to the intent of the original provision of this Agreement.

### **5.17 Construction**

In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day"; and (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time.

## Signature of Applicant

By signing below, you are applying to American Express for a BIP Account in the name of the Company named above. You confirm that you have the authority to apply on behalf of the Company named, and to bind the Company to the terms and conditions above (which you have read and understood). Once complete, please print and sign this Agreement as Authorised Signatory of the Company in the field provided below.

First Name

Last Name

Position

Signature of Authorised Signatory

Date



# Schedule 1

## Fees and charges\* - Australia (AUD)

Corporate Product	Fees <sup>#</sup>		
	Late Payment Charge	Annual Card Fees	Dishonoured or Returned Payments
Buyer Initiated Payments (BIP)	The greater of A\$30 or 3% of the outstanding balance	N/A	\$6

\* Various service related fees may be charged if you elect additional services from us. Any such fees will be disclosed to you at the time of accepting the service.

<sup>#</sup> All fees are GST exclusive.

# Deal Supplement

<b>Parties</b>	American Express Australia Limited (“we”, “us”, “our” and “Amex”) and [Redacted] (“you”, “your” or Buyer”)
<b>Date and Term</b>	This Deal Supplement is effective from the date appearing under your signature on the final page (“the Deal Effective Date”) and will continue until terminated by either party
<b>Processing Fee Type</b>	<i>Please attach a separate Deal Supplement for each Processing Fee Type</i>

Supplier(s)	Processing Fee
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

This Deal Supplement forms part of the Buyer Initiated Payment Services Agreement between you and Amex (the “BIP Agreement”). The terms of this Deal Supplement are applicable to you in relation to your BIP Transactions with the above identified Supplier(s). Terms used with initial capital letters but not defined herein have the meaning ascribed to them in the BIP Agreement.

**I. Definitions**

- 1. **BIP Transaction(s)** – means each transaction that you initiate pursuant to this Deal Supplement using the BIP Service.
- 2. **Supplier** - means the Supplier(s) named in the above table.
- 3. **Buyer Funded** - means the Buyer will pay 100% of the Processing Fee.
- 4. **Partially Buyer Funded** - means the Buyer will pay a portion of the Processing Fee as agreed between Buyer and Supplier.

**II. Processing Fee**

You agree to pay to Amex a processing fee for the use of the BIP Service when making payment to the Supplier named above (“Processing Fee”). The relevant Processing Fee is set out in the table above. The Processing Fee is a % of the BIP Transaction and is levied per BIP Transaction. The Processing Fee will be charged to your statement, as a separate transaction.

**III. Modification of Processing Fee**

We may, in our sole discretion, modify the Processing Fee upon thirty (30) days notice to you. We may do so, for example, when we reasonably believe that economic conditions or legal or regulatory factors have materially changed to the detriment of Amex, or there is a material change to your credit rating or the basis on which we have underwritten you financially.

**IV. Taxes**

Unless specifically stated, all amounts payable under this Deal Supplement are exclusive of taxes, which if applicable, will be added to the amount payable, whether monetary or non-monetary consideration is provided. The following provisions shall apply in relation to taxes:

- a. Taxes that are payable under this clause are due at the same time as any amount payable under the agreement is due;
- b. Where amounts payable under this Agreement are in respect of a taxable supply, the parties will agree to issue a tax invoice in respect of the supply.
- c. Each Party shall otherwise be responsible for its own taxes arising in connection with the BIP Agreement.

**V. Miscellaneous**

Unless otherwise stated in this Deal Supplement, Amex will calculate all fees, charges or payments in AUD.