

American Express Corporate Cash on the Card Company Agreement

Individual Liability

CORPORATE CASH ON THE CARD AGREEMENT

Please forward to: American Express Australia Limited
Corporate Services
GPO Box 5087, Sydney NSW 2001
Call 1300 362 639

By signing below, the Company agrees to the American Express Corporate Card Corporate Cash on the Card Terms and Conditions (attached). Please keep a copy of the terms and conditions and return this form to American Express.

COMPANY INFORMATION

Company Name
(*the Company*)

Company Address

Suburb

State

Postcode

Business Registration No. ABN

Corporate ID

Program Administrator

First Name

Last Name

Telephone Number

PROGRAM ENROLMENT

Please enrol the Company in the Corporate Card Cash Facility which allows nominated Card members to obtain cash.

Card Member Enrolment

To enrol the Company's Card Members in the Corporate Cash on the Card Facility, each Card Member must complete an enrolment form authorised by the Company and return it to American Express at the address listed above.

Cash Limits

Unless specified on the Card Member enrolment form, each Card Member will be limited to obtain Cash to the value of AUD600 every 28 days both in Australia and overseas. In any case the maximum amount that can be obtained is AUD600 every 28 days.

COMPANY AUTHORISATION

Signed for and on behalf of the Company by the Authorised Signatory

First Name

Last Name

Position Held in Company

Authorised Signatory



Date DD / MM / YYYY

Signed for and on behalf of American Express Australia Limited

First Name

Last Name

Position Held in Company

Authorised Signatory



Date DD / MM / YYYY

Please keep the attached terms and conditions for your reference.

The company, firm, governmental entity or agency ('Company') has requested that certain of its employees ('Corporate Card Members') be issued with American Express Corporate Cards ('Cards') and it wants to obtain, and American Express Australia Limited ('Amex') agrees to provide, a Corporate Card Corporate Cash Facility ('CC Facility') to obtain cash through Automatic Teller Machine(s) ('ATM(s)') of Amex or of a bank or other financial institution that participates in the program, in conjunction with the American Express Corporate Card Account (the 'Account') on the terms and conditions set out herein. The parties agree as follows:

1. By making this request the Company, through its authorised officer, requests that:
 - a. the Corporate Card Members:
 - i. designated on a Corporate Cash on the Card Enrolment Form and/or;
 - ii. notified by the Company to Amex from time to time in a format acceptable to Amex;
 - iii. be enrolled in the CC Facility; and
 - b. Amex issue a Personal Identification Number ('PIN') to each Corporate Card Member so designated.
2.
 - a. The amount of any cash obtained from an ATM ('Cash Withdrawal') and the amount of any related fees or charges imposed in connection with the obtaining of any Cash Withdrawal ('Related Charges') shall be charged on the Account and shall constitute 'Charges' pursuant to the Corporate Card Account Agreement between the Company and Amex (the 'Account Agreement').
 - b. Cash Withdrawals and Related Charges will be listed separately on the monthly statement of Charges.
 - c. The amount of any Cash Withdrawal and/or Related Charges will be due and payable in full upon receipt of the monthly statement of Charges.
 - d. A Charge made in a currency other than Australian dollars will be converted into Australian dollars. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Australian dollars. If the Charge is in U.S. dollars, it will be converted directly into Australian dollars. Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 3%. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.
 - e. Amex will impose a charge currently of 3.5% of the amount withdrawn for each Cash Withdrawal obtained at an ATM operated by Amex (including terminals installed at a Company's site) or by a participating bank or financial institution.
 - f. The Company will instruct each Corporate Card Member that Cash Withdrawals may be obtained only for business purposes and the Card Member's written agreement to comply with this requirement must be obtained.
- g. The Corporate Card Member will be solely liable for all Cash Withdrawals and Related Charges incurred as a result of using the CC Facility and will be responsible for payment on receipt of the statement. The Company will have no liability for any Cash Withdrawal and/or Related Charges. In consideration of Amex's agreement that the Company shall not be liable, the Company agrees to promptly reimburse Corporate Card Members for all authorised business expenditure incurred with the CC Facility in accordance with Company policy
- h. The Company may at any time request Amex to cancel the enrolment of any Corporate Card Member in the CC Facility.
 - i. Amex is entitled and authorised to rely upon the information received from the Company authorising Amex to enroll Corporate Card Members in the CC Facility and any updated additions and/or deletions to that information that it may receive from the Company. Such updates will be in the format as approved by Amex. The Company agrees to indemnify and hold Amex harmless against any loss or damage caused to Amex as a result of its reliance on such documents.
3. If there is any inconsistency between the Account Agreement and these terms and conditions, then these terms and conditions shall prevail.
4. Amex reserves the right to decline the approval of enrolment of any person where it has information which suggests that such person would pose an unwanted credit risk to Amex, or for any other reason at Amex's sole discretion.
5. The Company's recourse against Amex and its agents in respect of any action or inaction by Amex or its agents in connection with the CC Facility shall be limited to reimbursement of any amounts improperly charged to the Corporate Card Account and neither Amex nor its agents shall in any event have any further or additional obligations or liabilities to the Company. To the maximum extent permitted by law, all warranties, guarantees and similar assurances, express or implied of any kind are excluded.
6. The limit and validity period of the total amount of Cash Withdrawals which a Card Member may obtain using the CC Facility is determined by Amex. Other limits may be imposed at Amex's discretion based on the status of the Account. Also, the bank or financial institution which operates a terminal may impose its own transaction limits for security reasons or otherwise.
7. We may change these Conditions at any time and we will use our reasonable efforts to notify you of such changes. You will be bound by any such change if you subsequently use the Program. If you cancel your participation because of any change, you will still be liable for amounts obtained through the Program (including fees) before cancellation.
8. These terms and conditions are governed by the laws of New South Wales.