

The American Express® Corporate Purchasing Card

Application for Non-Plastic Card Account Individual Name only



Please allow up to 10 business days for processing.
All fields are MANDATORY and must be completed in black pen and BLOCK LETTERS.

By ticking this box I request that my application is given priority handling.
 Please note: applications handled on a priority basis will be reviewed within 5 business days once the application meets all necessary requirements.

s/c: PD10700202

1. IMPORTANT INFORMATION

Before completing the application form below, please read this important information to ensure this application is completed correctly and to limit processing delays. In order to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (the 'Act'), there are certain procedures that must be undertaken in order to verify your identity. American Express will undertake the following option to validate verification of your identity.

Electronic Identity verification

- American Express will attempt to verify your identity electronically.
- Where electronic identity verification fails, American Express will reach out to you to collect certified/verified ID documents.
- Where collection of further ID documents is required, refer to Section 10 to undertake one of the options provided to validate verification of your Identity.

APPLICATION SUBMISSION

- For all Applications follow the process as prescribed within Section 6 then** – scan Application pages or email to corporatenewaccountsanz@aexp.com or mail to American Express Customer Service – Corporate Card, GPO Box 5087, Sydney NSW 2001 or fax to (02) 9271 1151.
- Legibility** – please ensure the application is legible as you may be asked to resupply if they are not which will cause processing delays.
- Correct and Valid Documentation** – please ensure you have the correct and valid documentation available prior to completing this Application. Refer to Section 10.

2. OFFICE USE ONLY

PROD	609	PROC	3	TEAM	6
FEE	0	DELIV	XXXX	REV	7
BILL IND		SEX		ST	
PRES/ PREV		XREF		DC	
SIGN	Y	RSN			
		CARD DESIGN TYPE	000005	AML	

Comments

3. CORPORATION DETAILS

Corporation Name (Company)

Corporate ID

Cost Centre Number

Employee ID

4. APPLICANT DETAILS

Title Mr Mrs Ms Miss

Last Name (in full)

First Name (in full)

Middle Names (in full, if applicable)

If you are known by another name, please provide here

Your email address will be used to send you online statement and servicing notifications and marketing..

If you do not wish to receive marketing from American Express, please tick this box.

Australian Business Address (PO Box not accepted)

Unit Street Number

Street Name

Suburb State Postcode

Business Telephone –

Statement Mailing Address (PO Box accepted)

Same as Business Address

Unit Street Number

Street Name

Suburb State Postcode

Years with Company Y Y M M

5. PERSONAL DETAILS

Full Residential Address (PO Box not accepted)

Unit Street Number

Street Name

Suburb State Postcode

Date of birth DD / MM / YYYY

(To assist with electronic verification, please provide your Driver's Licence Number)

Driver's Licence No.

Place of issue

Contact Number

Residential Status

Own Outright Mortgage Rent Time at address Y Y M M

All Citizenship(s)

Your name as you would like it to appear on the Corporate Purchasing Card (max 20 characters)

Have you ever held an American Express Card?

Current Member Former Member No

Account Number: 3 7 – –

6. AGREEMENT AND SIGNATURES

Declaration by Applicant

I, the applicant named below, apply to you American Express Australia Limited for an American Express Corporate Purchasing Card. If issued to me, I agree to use the Card for business purposes only and to comply with the Terms and Conditions attached. I certify that the information given in support of my application is true and correct. You authorise American Express Australia Limited to contact your bankers or any other sources and/or reports, in relation to our organisation including from, but not limited to, credit reporting or other similar agencies for the purpose of identity verification of individuals named by us (whether in this application or otherwise) or identified by American Express before, during or after providing services to us to establish the chosen Accounts. I understand and agree that the Company will be solely liable for all Charges I make with the Corporate Purchasing Card.

By signing below I acknowledge that I have read and agree to the declaration stated above, and I have read and clearly understood the Terms and Conditions attached.

I confirm that I have completed my identification verification requirements.

Name of Applicant First Name Last Name
(please print)

Signature of Applicant

X

Date DD / MM / YYYY

7. DECLARATION BY AUTHORISED SIGNATORY

On behalf of the Company named in this application (the 'Company'), I hereby request issuance of a Corporate Purchasing Card to the individual named above and certify that the named individual is an employee of the Company.

I confirm that the information given in this application form is to the best of the Company's knowledge true and correct, and that the Company hereby agrees to be bound by the American Express Corporate Purchasing Card Terms and Conditions attached.

Name of Authorised Signatory First Name Last Name
(please print)

Signature of Authorised Signatory

X

Date DD / MM / YYYY

8. VERIFICATION OF IDENTITY BY VERIFYING OFFICER/CERTIFIED SIGNATORY

To be completed by the Verification Officer in the presence of the applicant.

Document Sighted
(e.g. Driver's Licence)

Document Number Expiry date
(e.g. 12345A) DD / MM / YYYY

Place of Issue
(e.g. NSW)

Applicant's Full Name First Name Last Name

Applicant's Job Title

Applicant's Signature (in the presence of the Verifying Officer)

X

Date DD / MM / YYYY

I hereby confirm that I am a duly authorised Verifying Officer for the Company named in this application. I confirm that I have sighted the original primary photo identification documents listed and that the applicant's name and either the applicant's residential address or date of birth shown on the document match those same details provided in this application.

Full name of Verifying Officer First Name Last Name

Signature of Verifying Officer

X

Date DD / MM / YYYY

Certified Signatory (print full name of Certified Signatory):

Name of Certified Signatory First Name Last Name

9. AUTHORITY UNDER THE PRIVACY ACT

Use and Disclosure

To assess this application, and if it is approved, to establish and manage the Corporate Card Account, American Express needs to collect, use and disclose your personal information in accordance with Clause 17 – Privacy of the attached Terms and Conditions. In particular, you agree that American Express may disclose personal information to, and obtain personal information from credit reporting bodies or other sources before, during or after providing credit to you for the purpose of identity verification. If you do not provide the information requested or give your agreement, American Express may decline your application.

Direct Marketing

You acknowledge that American Express, our agents, and our preferred alliance organisations (including insurance companies) may use your personal information for marketing purposes. This includes contacting you by telephone, mail or electronically (for example by email, mobile message or push notification) in relation to goods or services from an American Express Company or from any third party providing products jointly marketed with American Express. You can call 1300 362 639 if you want to withdraw this invitation and remove your name from our marketing lists. This invitation will remain in place until you withdraw it or for twelve months after you cease being an American Express Corporate Card Member.

Transfer of your personal information overseas

American Express is a global organisation and we may use international entities to help our business functions. As a result American Express may need to share your information outside of Australia. It is impracticable to list out each and every country that American Express may share your information to, but such countries include the United States of America, Malaysia, India and the United Kingdom. American Express will ensure that any transfer of your personal information is subject to appropriate conditions of confidentiality to ensure your information is handled consistently with the Australian Privacy Principles.

10. IDENTIFICATION DOCUMENT PROCEDURE

In order to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (the 'Act'), there are certain procedures that must be undertaken in order to verify your identity.

You must undertake one of the following two options to validate verification of your identity.

1. Verification of Identity by Verifying Officer

An individual within your Company who has been given the authority by your Company and American Express to certify that they have sighted your original primary photo identification document and the details on the document correspond to the information provided on this application form.

Please provide a clearer and legible scanned copy of your Photo ID document along with the Verification of Identity by Verifying Officer Form.

You should contact your Company's Corporate Card Program Administrator to determine who the Verifying Officers are in your Company.

- Under this option you must provide your details as per those on a primary photo identification document. Your full name and either your residential address or date of birth on the primary photo identification document must be the same as provided on this Application form. A list of primary photo identification documents is listed below.
- An approved Verifying Officer from your Company must sight the original primary photo identification document and sign Section 8 of this Application, in the presence of the applicant, confirming the details on the primary photo identification document match the details provided in this Application. Please refer to Sections 6 and 8.
- A copy of your primary photo identification document must be scanned, posted or faxed to American Express. Please ensure the copy is enhanced/enlarged to ensure legibility once scanned, posted or faxed to American Express. You may be asked to resupply the photograph if image is not easily identifiable.

2. Verification of Identity by Certified Signatory

This is an individual who has been defined under the 'Act' as having authority to sight and certify a copy of an identification document as being an original copy of that identification document.

The following persons are Certified Signatories in Australia:

- A person who is enrolled on the role of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described), e.g. a Solicitor or Barrister or Lawyer with a current practicing certificate
- A Justice of the Peace or Commissioner for Declaration
- A Member of the Institute of Chartered Accountants (CA) in Australia, the Australian Society of Certified Practising Accountants (CPA) or the Institute of Public Accountants (IPA)
- A person who is currently licensed or registered under Australian law to practice in one of the following occupations:

Chiropractor	Dentist	Legal Practitioner
Medical Practitioner	Nurse	Optometrist
Patent Attorney	Pharmacist	Physiotherapist
Psychologist	Trademarks Attorney	Veterinary Surgeon

The following persons are Certified Signatories outside of Australia:

- Notary Public
- Australian Consular Officer or Australian Diplomatic Officer*
- Commissioner for Affidavits/Declarations*

*Please post the original certified copy of identification documents to American Express.

If your identification document is certified by a Certified Signatory that is not listed above, there may be delays in processing your application or a new certified ID document may be required.

- Under this option you must have a copy of a primary photo identification document certified as a true copy of the original document by a Certified Signatory (refer above).
- To certify the copy of the primary photo identification document, the Certified Signatory must put the following details on the copy on the same page as the actual identification document, if these are not included processing your Application may be delayed:
 - Print full name of Certified Signatory
 - Signature
 - Date
 - Category of Certified Signatory (e.g. Justice of the Peace)
 - Stamp, seal, or identification number of Certified Signatory
- Write the full name of the Certified Signatory on this Application form in Section 8.
- When using a Certified Signatory refer to Section 8.

10. IDENTIFICATION DOCUMENT PROCEDURE (CONT.)

Primary photo identification document

This is a Government-issued identification document containing a current photograph, signature and name of the individual applying for the Card. If this document is not in English, it must be accompanied by an English translation prepared by an accredited translator. For ID verification purposes, only the following are accepted:

Overseas Applicants

Current Passport

Australian Applicants

A current Australian Driver's Licence

Current Passport

Australian National Proof of Age (Photo Card)

An Australian national identity card (police or armed forces)

Certified copy

Certified copy means a primary photo identification document that has been certified as a true copy of an original document by a Certified Signatory.

Secondary document – Address Proof:

This document is only required if the Residential Address mentioned on the application is different from the address mentioned on the AU Driver's Licence.

Acceptable Address Proofs:

1) Change of Address (COA) confirmation receipt issued by the State Government.
OR

2) One of the following documents issued within last 3 months in applicant's Legal Name:

- Council Rates Notice
- Electricity bill (Energy Plan/Welcome Letter not acceptable)
- Gas bill
- Telephone/Mobile bill
- Bank Statement

OR

3) One of the following documents issued within last 12 months in applicant's Legal Name:

- Australian Tax Office Assessment/Refund
- Centrelink Payments

Your photo must be legible via fax or email to facilitate identity. Low quality photographs will be rejected and you will be asked to provide a higher quality image. If you are providing any documents which contain your Tax File Number (TFN), please mask the TFN before sending.

Please keep the attached Terms and Conditions for your reference.

IMPORTANT These Terms and Conditions only apply in relation to those products you have selected and any reference to other products do not apply. Before you complete the application form and use your American Express Corporate Meeting Card and/or Corporate Purchasing Card, please read these Conditions thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you do not accept these Conditions, please destroy the Card immediately or notify American Express in writing by registered mail to: American Express, Customer Service – Corporate Card, GPO Box 5087, Sydney NSW 2011.

1 DEFINITIONS In these Conditions, the words 'you', 'your' and 'Card Member' means an individual authorised by the Company to incur Charges on a Corporate Meeting Card Account and/or Corporate Purchasing Card Account, whether by use of a Card or otherwise. The words 'we', 'our' and 'us' means American Express Australia Limited (ABN 92 108 952 085). 'Affiliate' means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries. 'Card' means any Card, whether plastic, non-plastic or a Virtual Account Number (VAN), issued to you pursuant to this application. 'Code' means any PIN, telephone Codes or online passwords approved by us to be used on your Account. 'Charge' means a transaction made with the Card, whether or not a Record of Charge is signed, and all other amounts payable under these Conditions. 'Company' means the company, firm or organisation whose name appears on the Card and, has requested us to issue the Card to you. 'Merchant' means a business or organisation which accepts the Card. 'Unauthorised Charges' are Charges that did not benefit either you or the Company and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card.

2 SIGNING THE CARD Where a Card is issued as a physical Card, you agree to sign the Card as soon as possible for identification purposes and to prevent misuse. You agree to sign the Card as soon as you receive it and before you use it.

3 LIABILITY FOR CHARGES You agree to use the Card for bona fide business expenses which are in accordance with the Company's business expenses policies. The Company shall be fully liable to American Express for all Charges incurred on the Card.

4 LIABILITY FOR UNAUTHORISED CHARGES The Company is liable for Unauthorised Charges in the following circumstances only:

- If you or the Company fail to comply with these Conditions or to protect your Codes as required under "Use of the Card";
- Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
- Where you or the Company failed to notify us as required under the "Lost, Stolen or Misused Card" Clause.

Otherwise, the Company is not liable for Unauthorised Charges. For example, if you or the Company gave your Card and/or Codes to another person to use, or if either of you contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card, then the Company would be liable for any Unauthorised Charges.

5 USE OF THE CARD You may only use the Card in accordance with these Conditions and within the validity dates. The Card is for your use only. You must not give the Card or your Account details to others or allow them to use it for Charges, identification or any other purpose. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to your Account, if that Merchant agrees or is obliged to do so. You must not use the Card if you do not honestly expect that your Account will be paid in full on receipt of your monthly statement. You must not use the Card if you believe that the Company may be unable to pay its debts or that it may not be in a position to reimburse you for any business expenses. You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or any country where the Card is used or where the goods or services are provided. You may not use your Card for amounts that do not represent bona fide sales of goods or services, e.g. purchases at Merchants that are owned by you (or your family members) or employees or any other person contrived for cash flow purposes.

To protect your PIN, telephone Codes, online password and any other Codes approved by us to be used on your Account (Codes), you must ensure that you:

- memorise the Code;
- destroy our communication informing you of the Code (if applicable);
- do not write the Code on the Card;
- do not keep a record of the Code with or near the Card details;
- do not tell the Code to anyone;
- if you select a Code, do not choose a Code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine (ATM) or other electronic device.

6 PAYMENTS The Company must always pay us in Australian dollars. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. We may credit part payments to any of your outstanding Charges as we choose.

7 FEES AND CHARGES Fees and Charges applicable to a Card are outlined in the attached Fee Schedule and will appear as Charges on the Card. Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service. We may also charge fees to a Card for services that we provide to you that are not covered by these Conditions. We reserve the right to make changes to the attached Fee Schedule as provided under "Changing these Terms and Conditions".

8 LATE PAYMENT CHARGES If your Account is not paid in full on receipt of your monthly statement, or by the due date as set out in the monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your Charge privileges, and you agree that late payment charges may be incurred as follows:

- If you do not pay the full closing balance by the due date on your monthly statement, the unpaid balance will be identified as the 'Overdue' amount.
- Late payment charges, will be incurred on any Overdue amount which is identified in a statement and will be billed in that statement.
- The Overdue amount may include any unpaid late payment charges billed on previous statements.
- The amount payable is set out in the attached Fee Schedule.

9 DISHONOURED PAYMENTS If we receive a draft, direct debit or other payment instrument from the Company and/or you which is not honoured in full, the Company agrees to pay us the dishonoured amount plus a dishonoured payment fee, our reasonable collection costs and legal fees, except as prohibited by law. The dishonoured payment fee is set out in the attached Fee Schedule.

10 RENEWAL CARDS Where a Card is issued as a physical Card, a replacement Card will be sent when the current Card expires. The Company agrees to pay the annual Card fee (if any), as outlined in the attached Fee Schedule, when we bill you, until you cancel the Card and where a physical Card is issued, destroy the Card.

11 BILLING ADDRESS You and/or the Company must notify us immediately in writing of any change in the Company name, billing address or email address. If we send statements directly to you, you must notify us immediately of any changes in your name, billing address or email address. We may charge an additional annual administration fee, where any billing address is outside Australia.

12 PROBLEMS WITH BILLS OR PURCHASES You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us at once. We will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but the Company must pay us for all other Charges. Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You and/or the Company are not entitled to withhold payment from us because of such claim or dispute.

You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official Police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the Police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the Police in relation to your claim of Unauthorised Charges.

13 SUBROGATION If a Merchant fails to provide you with goods or services purchased with the Card, we may at our discretion credit the Account for the amount charged. If we do so, you by these Terms appoint us your attorney to pursue any right you may have against the Merchant in your name, but at our cost, including but not limited to voting and proving in any insolvency, administration of or commencing any proceedings against, the Merchant. You agree to assign to us on demand any such rights.

14 SET-OFF We shall be entitled to deduct and offset any amounts we or our Affiliates owe to you, from or against any amounts you, the Company or Company Affiliates owe to us or any of our Affiliates under this or any other agreement.

15 LOST, STOLEN OR MISUSED CARD You must ensure that we are informed immediately by telephone on 1300 558 891 or +61 2 9271 8198 (or such other number advised by us to you or your Company from time to time) if:

- a Card is lost or stolen,
- a mobile device through which your Card may be used is lost or stolen,
- a renewal Card has not been received,
- someone else learns a Code, or
- you suspect that your Account is being misused.

If a Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Card.

16 CHARGES MADE IN FOREIGN CURRENCIES

- (a) For each Charge submitted to us in a currency other than Australian Dollars (a 'Foreign Charge'), on the day we process the Foreign Charge we will:
 - (i) convert it to US Dollars first (unless it was submitted to us in US Dollars);
 - (ii) convert the US Dollar amount into Australian Dollars; and
 - (iii) apply a single non-refundable currency conversion fee to the Australian Dollar amount of the Foreign Charge.
- (b) We will use exchange rates selected from customary industry sources on the week day prior to the day we process the Foreign Charge, unless required by law or as a matter of local custom or convention to use a specific rate (in which case we will look to be consistent with that custom or convention). The exchange rate we use may be higher or lower than the exchange rate available on the day you make the Foreign Charge. Exchange rate fluctuations can be significant. The American Express Exchange Rate is set daily between Monday and Friday, except 1 January and 25 December. Changes in the rate will be applied immediately and without notice to you.
- (c) When making a Charge in a foreign currency you may have the choice to allow a third party to convert the Charge into Australian Dollars at the point of sale.

You should check the third party fees and charges before completing the Charge. If you choose this option, then that third party will: (i) determine the exchange rate and any commission or fees payable for the currency conversion; and (ii) submit that Charge to us in Australian Dollars, meaning we will not convert the Charge or apply a currency conversion fee.

- (d) Any refund transactions are processed at the date of the refund and you acknowledge that the refund amount may not be the same as the Charge. The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because:
- (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge;
 - (ii) any currency conversion fee charged on the original purchase is not refunded. We do not, however, charge an additional currency conversion fee on the refunded amount; and
 - (iii) where third parties convert foreign currency Charges into Australian Dollars, those third parties may also apply a different conversion rate to any refund.

17 PRIVACY The American Express Privacy Policy Statement sets out policies on how American Express collects, uses, shares and keeps your personal information. If you do not agree to our use of your 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.

Collection, use and disclosure of personal information

Your personal information is collected, used and disclosed for purposes that include:

- assessing your application and administrating and managing your Account;
- providing you with special offers or benefits and marketing our products and services;
- planning, product development and research;
- modelling and assessing risks and preventing or investigating fraud and crime;
- complying with legislative and regulatory requirements, including but not limited to disclosing personal information to, and obtaining personal information from credit reporting bodies or other sources before, during or after providing credit to you for the purpose of identity verification; and
- any other purpose you have consented to.

For the purposes set out above, we may share and exchange your personal information with:

- the Company (including any related entity of the Company), and its processors, in connection with the Corporate Meeting Card and/or Corporate Purchasing Card;
- any person whose details you have given us;
- the Program Administrator as notified to us by the Company;
- the provider of any payment service you use to make payments to American Express;
- business partners and co-brand partners with whom we jointly offer or develop products and services for marketing, planning, product development and research purposes (but they may not use your Personal Information – in particular your email address – to independently market their own products or services to you unless you provide your consent);
- regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests and to detect and prevent fraud or criminal activity, and to protect the rights of American Express or others;
- any organisation whose name, logo or trademark appears on this application or on the Card issued to you for marketing, planning, product development and research purposes; and
- Credit reporting bodies or other sources.

We may also monitor and record your telephone conversations with us for staff training and service quality control purposes.

Direct Marketing

You acknowledge that American Express, our agents, and our preferred alliance organisations (including insurance companies) may use your personal information for marketing purposes. This includes contacting you by telephone, mail or electronically (for example by email, mobile message or push notification) in relation to goods or services from an American Express Company or from any third party providing products jointly marketed with American Express. You can call 1300 362 639 if you want to withdraw this invitation and remove your name from our marketing lists. This invitation will remain in place until you withdraw it or for twelve months after you cease being an American Express Card Member.

Transfer of your personal information overseas

American Express is a global organisation and we may use international entities to help our business functions. As a result American Express may need to share your information outside of Australia. It is impracticable to list out each and every country that American Express may share your information to, but such countries include the United States of America, Malaysia, India and the United Kingdom. American Express will ensure that any transfer of your personal information is subject to appropriate conditions of confidentiality to ensure your information is handled consistently with the Australian Privacy Principles.

Access and Correction

You may access your personal information held by American Express, and advise if you think it is inaccurate, incomplete or out-of-date. You may do so by contacting:

The Privacy Officer
 American Express Australia Limited
 GPO Box 1582
 Sydney NSW 2001
 Phone: 1300 362 639

How we store your personal information

American Express stores personal information in a combination of secure computer storage facilities and paper based files and other records. American Express has taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. American Express uses generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. American Express will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

Information about other individuals

If you provide information about someone else to us, you must make sure that the individual has seen, understood and agreed to:

- their personal information being collected, used, and disclosed in accordance with this clause;
- their ability to access that information in accordance with the Privacy Act (and advise American Express if they think the information is inaccurate, incomplete or out-of-date); and
- the contact details of the American Express Privacy Officer.

18 EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS If we have to or will have to pay or reimburse anyone else for any tax, duty or other charge imposed by law in Australia or in any country in respect of the Card, your use of it or any other transaction involving you or the deposit of funds received for the Account, we may charge to the Card Account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such Charge in advance. You must comply with exchange control, tax laws and any other laws which apply to your use of the Card, and you agree to indemnify us against any consequence of your failure to comply. It is an offence under the *Financial Transaction Reports Act 1998* (Cth) to conduct transactions on an Account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act, where we suspect on reasonable grounds any matter related to the Card Account to be related to the financing of terrorism, money laundering, tax evasion or an offence the Commonwealth, states and territories, we are required to complete and render a suspicious matter report to the Federal Government financial intelligence unit (AUSTRAC).

19 ENFORCEMENT EXPENSES The Company will pay us our reasonable costs in recovering or attempting to recover overdue amounts from you, including reasonable legal fees.

20 SUSPENSION We have the right to refuse authorisation for any Charge without cause or prior notice, and we shall not be liable to you or anyone else for any loss or damage resulting from a refusal. We have the right to suspend your right to use the Card with or without cause and without notice. After suspension, we may, at our discretion, restore your use of the Card on conditions determined by us.

21 CANCELLATION Either you or the Company may at any time cancel the Card issued to you. Your cancellation will not be effective until you or the Company notify us and we acknowledge receipt of the notification. On cancellation, you must destroy the Card. The Company will be liable for all Charges made with the Card before it is destroyed, or in the case of an Account before it is cancelled. The Card will be cancelled as soon as you stop being employed by the Company. The Card remains our property and we can cancel your right to use the Card at any time, with or without cause and without notice. If we cancel the Card without cause we may refund a portion of the annual fee (if any). We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.

22 OUR LIABILITY Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

23 CHANGING THESE TERMS AND CONDITIONS We have the right to change these Conditions at any time. We shall notify you of any change. By keeping or using the Card after notification, you agree to the change. If you do not accept any change to these Conditions you must cancel the Card and destroy the Card. We may then refund a portion of the annual fee (if any). The Company will still be liable for all Charges incurred before the Card is destroyed or cancelled.

24 GENERAL

- (a) You understand that the Company will designate an employee as a Program Administrator and authorises the Program Administrator to act on its behalf for all matters relating to these Conditions including but not limited to viewing Card Member transactions, changing credit limits, cancelling Cards and updating Card Member information.
- (b) You will be deemed to have received any billing statement or notice we give you under these Conditions seven (7) days after we send it, unless you actually receive it earlier.
- (c) A certificate signed by one of our officers stating the amount you owe us under these Conditions is proof of such amount. A copy of any document relating to your Account with us or produced from data received by us electronically from a Merchant, shall be admissible to prove the contents of that document for any purpose.
- (d) We may assign these Conditions at any time without your consent.
- (e) No waiver or amendment of these Conditions is valid unless we have agreed to it in writing.
- (f) These Conditions are governed by the laws of New South Wales.

American Express® Corporate Card Conditions – Australia

FEE SCHEDULE* – AUSTRALIA (AUD)

Corporate Products	Fees#			
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees (figure in brackets denotes number of Cards issued)	Dishonoured or Returned Payments
American Express Corporate Purchasing Card (CPC)	The greater of \$30 or 3% of the outstanding balance	3%	(1-9) \$60 (10-19) \$45 (20-99) \$33 (100-249) \$30 (250-499) \$24 (500+) \$15	\$6
American Express Corporate Meeting Card (CMC)	The greater of \$30 or 3% of the outstanding balance	3%	(1-9) \$60 (10-19) \$45 (20-99) \$33 (100-249) \$30 (250-499) \$24 (500+) \$15	\$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.

All fees are GST exclusive.