A: General Provisions

1. Definitions: the following definitions are used throughout this document:

- **Account(s)**: your American Express Corporate Card Account, Corporate Meeting Card Account, Corporate Purchasing Card Account, American Express Virtual Payment Account, or as selected in the Account Application.

- **Account Application**: means the attached Application Package completed by the Company, which forms this part of the Agreement.

- **Account Limit**: a limit applicable to the Company Account or the aggregate of all or a subset of Card Member Accounts, being the maximum amount that can be outstanding at any time.

- **Affiliate**: any entity that is controlled by, is under common control with the relevant party, including its subsidiaries.

- **Agreement**: these Terms and conditions, as defined herein, shall be distinct from the separate Card Member terms and conditions that are agreed separately and independently between Card Member and us.

- **American Express Go facility** or **Amex Go facility**: a facility which allows authorized employees of the Company to issue, receive and use Virtual Account Numbers from Company via the proprietary American Express mobile app “Amex Go” (“Amex Go app”).

- **American Express Virtual Payment Facilitator**: means the third party chosen by the Company, American Express or nominated by the Company’s Travel Management Company (“TMC”), being either Trove Technologies Pty Ltd, Coupa Software Inc. and/or Conferma Limited, to act as the third party’s agent to facilitate its American Express Virtual payment or BTA with Virtual Payments transaction.

- **American Express Virtual Payment account** or **Virtual Payment account**: an account that enables the Company (including its designated employees and/or Card Members) to make payments to Merchants via specific use Virtual Account Numbers.

- **American Express Virtual payment facility** or **Arsenvel payment facility**: a facility that enables Company to make payments to Merchants via specific use Virtual Account Numbers.

- **App Users**: in the case of an Amex Go facility, this term means an individual who is authorised by you to access company funds via the Amex Go app, Amex Go virtual Card information and incur Charges on your Amex Go account.

- **BTA** or **BTA Virtual Account**: a virtual account number that is issued by American Express to Pay Cardholders, which allows a record of Card or Account transactions, account balance and other relevant account information for a specified period.

- **BIP**: the BIP Virtual Account number that is issued by American Express to or on behalf of a Company or TMC for use as payment for goods and/or services at a Merchant.

- **Charge**: means any recurring Charge to an Account, including providing any identification or other information required to comply with local laws; carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you and/or any Card Members. These agencies may retain records of such checks, including information regarding the conduct of your Account and payment history, which may be used by subject to applicable law by us and other firms and organisations in making credit decisions about you, the Card Member, including for preventing fraud or tracing debtors; and

- **Client**: a record of Card or Account transactions, account balance and other relevant account information for a specified period.

- **Corporate Card**: a facility which allows the Company, American Express or nominated by the Company’s Travel Management Company to act as the third party’s agent to facilitate its American Express Virtual payment or BTA with Virtual Payments transaction.

- **Corporate Account**: a corporate account that enables the Company (including its designated employees and/or Card Members) to make payments to Merchants via specific use Virtual Account Numbers.

- **Corporate Card Services**: any or all of the Accounts or services provided by us under this Agreement.

- **Company** means the legal entity described in the Corporate Details in part D, you must not give any Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.

- **Customer**: means a Card or Account holder or a Card Member.

- **Designated Employee** or **Designated Individual**: you, your Card or Account holder or Card Member.

- **Designated Employee**: a Master Program Administrator, Program Administrator, is a person notified to us by the Company as its main administrator for the Program.

- **Merchant**: a company, firm or other organisation accepting American Express Cards as a means of payment for goods and/or services.

- **Online Service**: any internet-based service that we make available to the Company.

- **Program**: the American Express Global Commercial Services’ services provided to Card Members and the Company under this Agreement and the Card Member terms and conditions.

- **Program Administrator**: a person notified to us by the Company as an additional administrator for the Program.

- **Recurring Charges**: means you authorise a Merchant to submit Charges to a Card repeated at regular intervals.

- **ROG**: a record of charge that evidences the purchase price of any Charge.

- **Statement**: a record of Card or Account transactions, account balance and other relevant account information for a specified period.

- **Unauthorised Charges**: are Charges that did not benefit either you or the Card Member 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 or Account.

- **Virtual Account Numbers**: a record of Card or Account transactions, account balance and other relevant account information for a specified period.

2. Establishment of Accounts and Card Issuance

(a) You will establish and operate the Account(s) in your name and, if applicable, American Express Cards on your Account(s) bearing your name and those of any Designated Employees and/or Card Members.

(b) We reserve the right to:

(i) require each prospective Card Member to complete our application for the Card or Account, including providing any identification or other information required to comply with local laws; carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you and/or any Card Members. These agencies may retain records of such checks, including information regarding the conduct of your Account and payment history, which may be used by subject to applicable law by us and other firms and organisations in making credit decisions about you, the Card Member, including for preventing fraud or tracing debtors; and

(ii) decline to issue, renew or replace a Card or Account to any person; cancel or suspend the use of a Card or Account at any time either generally or in relation to a particular transaction.

(c) Further, in the case of a Combined Liability Corporate Card Account, we may insist upon a minimum income for Card Members in accordance with our usual risk management criteria.

(d) We shall renew and replace Cards, subject to (b) above, until you or the Card Member directs otherwise.

(e) You are solely responsible for selecting and notifying us of the names of persons to whom you request we issue Cards and establish Card Member Accounts. We may make any application approved by us to a Designated Employee as approved by you to hold and use a Card.

(f) We will provide you with any renewals or replacement of Cards, subject to (d) above, until you or the Card Member directs otherwise.

(g) You must ensure that current Card Member application forms and procedures prescribed by us are prevailing. Any Card Member application form presented to us is provided to and retained by each applicant upon completion of the Card Member application form and in any event in good time before the Card is provided to the Card Member.

3. Use of the Card and/or Account

(a) You may only use a Card in accordance with this Agreement and within the limits and restrictions prescribed by us.

(b) Subject to Section D, you must not give any Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.

(c) Subject to Section D, the Card Member is the only person entitled to use the Card and any other person or organisation is deemed to have used the Card to any extent.

(d) You must ensure each Card Member takes reasonable measures to stop anyone else using the Card and/or Account and that each Card Member takes proper care to keep the Card safe and all Card and Account details secret.

(e) To protect any Card or Account user or you in your personal capacity, please make best endeavours to ensure that any Card Members:

(i) memorise the Code;

(ii) destroy our communication informing them of the Code (if applicable);

(iii) write the Code on the Card;

(iv) do not keep a record of the Code with or near the Card or Account details;

(v) do not tell the Code to anyone;

(vi) if they select a Code, do not choose a Code that can easily be associated with themselves or their name and the corresponding Card Member Account. You may also use the Code for any other reason other than as a refund for goods or services previously purchased.

(vii) take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine (ATM) or other electronic device.

(f) You must designate an individual as the Program Administrator to manage each Account that you establish or operate.

(g) You must not return any goods, tickets or services obtained with a Card or Account for a cash refund, but you may return them to a Merchant for credit to the Card or Account, if that Merchant agrees or is obliged to do so.

(h) You shall not obtain any funds, goods or services using a Card or Account on any other reason other than as a refund for goods or services previously purchased.

(i) You must not use any Card or Account if you do not honestly expect to be able to pay your Account in full on receipt of your monthly Statement.

(j) You must cease using any Card or Account and notify us immediately if an application is filed for the Company’s winding-up, or if the Company passes a resolution for its liquidation or has a liquidator, administrator and/or receiver appointed to it or over any of its assets.
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Payment

(a) You agree to pay all Charges shown on each account Statement on receipt, but not later than the due date as set out in the monthly Statement. Each monthly Statement of Charges shall be deemed to have been received by you or the Card Member (depending on the billing system in place) upon the date of the actual receipt of the seventh day following its dispatch by us. If you or the Card Member receive notification of your non-receipt of our monthly Statement you shall be liable to make payment of the Charges within 21 days of incurring the Charge or earlier if requested by us. Failure to make payment of any and all Charges within the 21 day period constitutes a breach of this Agreement.

(b) If you have a Corporate Purchasing Card Account or an American Express Virtual Payment Account, you agree to pay all Charges shown on each monthly Account Statement by direct debit or etpos no later than 14 days after the date of the Statement. In the case of a Corporate Meeting Card Account, you agree to pay all Charges shown on each monthly Account Statement by direct debit or etpos no later than 21 days after the date of the Statement.

(c) Payments will be credited to the relevant Account or Card Member Account when received, cleared and processed. The time taken for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date taking into account weekend periods and public holidays, whether and/or your or our payment service provider may not be open for business.

(d) You and the Card Member agree not to deduct or withhold, without our prior written approval, any amount shown as due on any Account Statement or data feed. You will pay us the full amount shown on the Account Statement or data feed irrespective of whether you or intend disputing an amount(s) contained on your Account Statement or data feed. If you believe any Charge shown on a Statement is in error or in dispute, you may request and we may set up and manage for a reasonable period, a temporary credit on the Account for the disputed Charge while we investigate the error or you seek to resolve the dispute. Should the dispute be resolved in your favour, we shall credit the amount(s) that were previously disputed to your Account and it will appear on the next issue of your monthly Account Statement.

(e) We may, in our sole discretion, accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do so, we shall not lose any of our rights under this Agreement, including the right to payment in full, and it does not mean we agree to change this Agreement. We may credit part payments to any of the outstanding Charges.

(f) You must always pay us in Australian dollars, unless we agree otherwise in writing.

(g) A certificate signed by one of our officers stating the amount that you and/or the Card Member owes us under this Agreement is proof of such amount. A copy of any document relating to the 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.

Liability

(a) For a Corporate Card product, the following liability options apply (as selected by you in the Account Application):

(i) Combined Liability: Subject to the terms of clause 5(c), the Company and each Card Member shall be jointly and severally liable for all Charges incurred by the Card Member; provided, however, that the Company shall not be liable for Charges (i) incurred by the Card Member that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed the Card Member; and

(ii) Corporate Liability: Subject to the terms of clause 5(c), the Company shall be fully liable to American Express for all Charges incurred on such American Express Accounts.

(b) For any BTA, CPC, Corporate Meeting Card or American Express Virtual Payment Account for which the Account is selected in the Account Application, you are liable for all Charges incurred.

(c) You are not liable for Unauthorised Charges on any Card or Account except in the following circumstances where:

(i) you and/or the Card Member breached the terms of your Agreement with us (in particular the “Use of the Card and/or Account” clause);

(ii) you or the Card Member contributed to, or were in any way involved in or benefitted from the theft, loss or misuse (including improper or fraudulent use) of the Card or Account;

(iii) you or the Card Member have delayed notifying us as required under “Liability” sub-clause (d), in which case you will be liable for all Unauthorised Charges until you or the Card Member did notify us;

(iv) for any American Express Virtual Payments Account, you or the Card Member, your previous and current agents, American Express vPayment Facilitators, TMCs, travel providers, hotel consolidators, car rental suppliers, Account Users, and any previous and current employees of the above-mentioned entities, and for all items sold or services rendered to, or in any way involved in or benefitted from the theft, loss or misuse (including improper or fraudulent use) of the Card or Account; and/or

(v) for BTA and American Express Virtual Payment Accounts, you or the Card Member failed to accurately reconcile your Statements and/or failed to notify us immediately of any suspected fraudulent use of any Card or Account.

By way of example, if you or the Card Member gave away your Card and/or Codes to another person to use or otherwise acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.

(d) You agree to notify us if any Designated Employee and/or Card Member’s authority to incur Charges on the Card is lost or stolen or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a Code, or if a Card or Account is at risk of being misused.

(e) You are liable to pay us for all Charges incurred from the date a Card Member’s authority to incur Charges on the Card or Account terminates or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a Code, or if a Card or Account is at risk of being misused. You must notify us immediately of any suspected fraudulent use of any Card or Account.

(f) You will use your best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave your employment for any reason or whose Cards have been cancelled, or on termination of this Agreement.

(g) You agree to instruct Card Members to submit expense reports covering Card transactions promptly and in any event at least once a month.

(h) You agree to instruct Card Members that the Card is issued solely for authorised purposes as permitted by your policies and procedures, and promptly report any misuse of the Card or Account to us.

(i) If you have your Cards or Accounts are used to purchase Items for Resale, you will be solely liable for all such Charges irrespective of Card Member liability otherwise described in this Agreement and even if you have not notified us of your intention to purchase Items for Resale.

Account Limits

(a) We reserve the right at our sole discretion to establish Account Limits for any Account and/or jointly in connection with other accounts or arrangements that you or your Affiliate maintains with us, our Affiliate or any other person. We may, at our sole discretion, change any Account Limit. We will inform you prior to or simultaneously with the establishment of, or change to, an Account Limit.

(b) You agree to regularly monitor and manage your Account, including but not limited to implementing new or updated policies and procedures to control Card Member spending, to ensure Account Limits are not exceeded.

(c) Upon request, you must promptly provide us with copies of your financial information and other information about your business that is reasonably necessary for us or our Affiliates to assess your financial risk and comply with our legal obligations. We may use and share such information with our Affiliates.

(d) We may require you to provide us with security in order to avoid having an Account Limit established or decreased, or to enable an increase to an Account Limit.

(e) For avoidance of doubt, you and/or the Card Member remain liable for all Charges as set out in this Agreement, including Charges incurred in excess of the Account Limit.

Communications with You

(a) We may provide Statements, notices, disclosures and other communications to you in connection with the Program (“Communications”) by post, email or online channels where those have been selected by you.

(b) We may communicate with you through a Designated Employee, which you accept is a valid Communication from us to you. You authorise any Designated Employee to act on your behalf for all matters relating to this Agreement and we are entitled to rely on any directions, consents and information received from them. We may communicate with a Card Member through a Designated Employee, in which case you shall ensure that communications from or to a Card Member are forwarded immediately to us or the relevant Card Member respectively.

(c) We shall keep a record of all Communications we send you, and any collection agent, employees, and/or Card Members names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications. If we have been unable to deliver any Communication or a Communication has been returned to us as undeliverable after we have made a reasonable effort to deliver it via a reasonable method, and we reasonably believe you have not received the Communication, we shall consider you to have been provided with the Communication and you shall be bound by its terms. We will not stop attempting to send Communications to you until we receive accurate contact information.
All electronic Communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if you do not access the Communication on that day.

If you do not receive a Statement in any month, or cannot access Statements via the Online Service you shall be liable to make payment within 21 days of the end of that month or within the time stipulated by the relevant authority. If you request or are required by applicable law. We may charge an additional annual administration fee where any billing address is outside Australia.

You will be deemed to have received any notice we give you under this Agreement seven (7) days after the notice is posted to you via the Online Service or to your Address.

Notices required under this Agreement to be delivered to American Express shall be delivered to the address – American Express Australia Limited, Customer Service – Corporate Card, GPO Box 5087, Sydney NSW Australia 2001.

8. Problems with Bills or Purchases
(a) You are responsible for confirming the correctness of your monthly Statement and, if you notify us immediately of a disputed Charge 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 you must pay us for all other Charges. If, at your request, we agree to charge back a seller of goods or services, you agree to indemnify us for any claim against us based upon the rejection of the goods or services that charge back.

(b) Unless required by law, we are not responsible for goods or services obtained with a Card or a cancelled Card. This is because a Merchant must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.

(c) You agree that if requested to do so you shall provide us with written confirmation in relation to any claim of Liability with regard to the Card or Account. We may, in our discretion, have 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 Card or Account in relation to your claims or to the online investigation.

(d) You may authorise a Merchant to bill Recurring Charges to your Card or Account. To avoid potential disruption of Recurring Charges or the provision of goods or services, in the case of a replacement Card or cancelled Card it is always your responsibility to contact us to confirm our card number to the Merchant and not the Merchant alone. The exchange rate we use in the case of a Recurring Charge will be the rate in force at the time of the Recurring Charge. The exchange rate we use may be 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. The amount of any refund of a Charge made in foreign currency will generally differ to 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 purchase is refunded. We do not, however, charge an additional currency conversion fee on the refunded amount; and
   (iii) where third parties convert foreign currency into Australian Dollars, those third parties may also apply a different conversion rate to any refund.

9. Lost/Stolen Cards and misuse of Accounts
(a) You must ensure that we are informed immediately by telephone at 1300 558 891 or +612 9271 8198 (or such other number advised by us to you or to Card Members from time to time) if:
   (i) a Card is lost or stolen;
   (ii) a mobile device through which your Card may be used is lost or stolen;
   (iii) a replacement Card has not been received by the Card Member;
   (iv) someone else learns a Code;
   (v) there is suspicion that a Card or Account is being misused or a transaction is unauthorised; or
   (vi) there is suspicion that a transaction has been processed incorrectly.

(b) You agree to cooperate with us in our efforts to control fraudulent use of any Card or Account, including but not limited to providing us with any declarations, affidavits and/or copies of any official police reports, as reasonably requested. You agree that we may provide information to the relevant governmental authorities concerning the activities of you, a Designated Employee and/or Card Member under the Program.

10. Online Service
You must ensure that access to the Online Service is restricted only to Designated Employees whom you see fit to have access and that such persons acknowledge the Online Services Terms and Conditions and the clause “Changes to this Agreement”.

You are responsible for maintaining your own computer hardware, software and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software, equipment or communication line costs.

If, at any time, whether before or after this Agreement comes into effect, American Express introduces or has introduced any third party software provider to the Company, the Company acknowledges and agrees that American Express makes no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party. Moreover, the Company acknowledges and agrees that American Express shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from any delay of the Online Service or for any stoppage or suspension of the Online Service, or failure in the delivery of 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 retain any information it has provided or obtained in the course 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 Card or Account in relation to your claims or to the online investigation.

11. Suspension
We may immediately suspend a Card or Account if we suspect unauthorised or fraudulent use, or for any reason that we in our discretion consider necessary. We will look to be consistent with that custom or convention). The exchange rate we use in the case of a Recurring Charge will be the rate in force at the time we process the Foreign Charge. 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. The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because:

12. Charges made in Foreign Currencies
(a) For each Charge submitted to us in a currency other than Australian Dollars to a Foreign Charge you may have the choice to allow a third party to convert the Charge into Australian Dollars at the point of sale. You could check if third party fees and charges before completing the Charge. If you choose this option, then that third party will:
   (i) convert the exchange rate and any commission fees payable for the currency conversion; and
   (ii) submit that Charge in Australian Dollars, meaning we will not convert the Charge or apply a currency conversion fee.

(b) 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 transaction 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 purchase is refunded. We do not, however, charge an additional currency conversion fee on the refunded amount; and
   (iii) where third parties convert foreign currency into Australian Dollars, those third parties may also apply a different conversion rate to any refund.

13. Fees and other Charges
(a) Fees and Charges applicable to a Card or Account are described in the attached Schedules and other Charges. You agree to comply with the clause “Changes to this Agreement”.

(b) You agree that fees and Charges to a Card or Account for services that we provide to Card Members that are not in the Card Member Agreement, for example (and by way of illustration only) fees for participating in the Membership Rewards program.

(c) We reserve the right to make changes to the attached Fee Schedule as provided under the clause “Changes to this Agreement”. We may also charge to a Card or Account for services that we provide to Card Members that are not in the Card Member Agreement, except as prohibited by law. The amount payable is set out in the attached Fee Schedule.

14. Late payment charges
(a) If you do not pay your Account in full upon receipt 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:

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(i) If you do not pay the full closing balance by the due date on your monthly Statement, the unpaid balance will be identified as an ‘Overdue’ amount.

(ii) Late payment charges will be incurred on any overdue amount which is identified in a Statement and will be billed in that Statement, except for BTA which will be billed in the next Statement.

(iii) An overdue amount may include any unpaid late payment charges billed on previous Statements.

(iv) The amount payable is set out in the attached Fee Schedule.

15. Term And Termination

(a) The initial term of this Agreement starts on the date it is signed by you and, subject to (b) and (c), shall continue in force until and unless terminated by either party giving the other 3 months’ notice.

(b) Either party may terminate this Agreement or an Account immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or administration, or any similar proceeding, without notice.

(c) We may also terminate this Agreement or an Account immediately by notice in the event of your material breach of this or any other agreement between us or with any of our Affiliates, or in the event that we deem levels of fraud or credit risk on any Card or Account to be unacceptable to us.

(d) If this Agreement is terminated for any reason, we shall suspend the Account and all Cards. You must pay us immediately for all outstanding Charges and any other amounts you owe us on any Card or Account or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only cancel an Account after you have paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a suspended or suspended and reactivated Account.

(e) You agree to indemnify us for all reasonable costs incurred in recovering or attempting to recover Charges from you, including solicitor’s fees on a solicitor/client basis, except as prohibited by law.

(f) We reserve the right, in our sole discretion to cancel or suspend any Account or Card in accordance with the Card Member Agreement without notice to you.

(g) You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal or cancellation of a Card that has been requested by you.

16. Changes to this Agreement

(a) We may change the terms of this Agreement at any time by giving thirty (30) days’ prior notice to you, and we consider you to have accepted the notified changes if you or Card Members keep or use their Account or Card thereafter.

(b) We may change the Card Member Agreement in accordance with its terms and we will notify you accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the ‘Liability’ clause of this Agreement.

17. Confidentiality

(a) All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance and evaluation of the Program or as otherwise expressly provided in this Agreement or agreed in writing between the parties.

(b) The parties shall treat this Agreement as confidential and may not disclose any of its contents to anyone without the other party’s prior written consent, or unless legally required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.

(c) You agree to instruct Designated Employees and/or Card Members to update, once a year, their profile information held by us.

18. Limitation of Liability

(a) Notwithstanding any other provision in this Agreement, in no event shall we, our direct or indirect subsidiaries, controlled affiliates, agents, employees or representatives be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this Agreement.

(b) Except where required by law, we will not be responsible or liable to you for any loss or damage arising in relation to:

(i) delay or failure by a Merchant to accept the Card or Account, the imposition by a Merchant of any surcharge fee or fee relating to the use of the Card or Account, the manner of a Merchant’s acceptance or non-acceptance of the Card or Account;

(ii) goods and/or services purchased with the Card or Account, or their delivery or non-delivery;

(iii) use of the Card in a machine that dispenses goods, services or cash or other means of payment;

(iv) our declining to authorise any Card or Account transaction, including our action to revoke or suspend Card privileges on any Card or Account; or

(v) any information provided via the Online Service not being available or inaccurately displayed for any reason, including due to your email address having changed or being invalid, systems failure or interruptions in the communications systems.

19. Force Majeure

Neither party nor American Express 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, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft; acts of terror; or labour disputes or strikes. This provision survives termination of this Agreement.

20. Assignment of this Agreement

(a) We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party and you consent to this without us having to notify you.

(b) If we do so, or intend to do so, we may give information about you and the Account, including any personal information about you, to the Account or this Agreement, to the relevant third party or Affiliate.

(c) You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement, except if we have any interest in this Agreement without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

21. Applicable Law and Jurisdiction

(a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement are governed by the laws of New South Wales.

(b) The courts of New South Wales will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relation to this Agreement and you agree that matters in New South Wales is the appropriate jurisdiction for the determination of any dispute.

22. Account Information and Data Protection

(a) Notwithstanding the terms of the ‘Confidentiality’ provision, you understand and agree that we will process, analyse and use information about you and the use of Cards and the Account and may combine that information with information from other sources, for example in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise Charges and prevent fraud.

(b) We will keep all information about you, Designated Employees and/or Card Members only for so long as is appropriate for the purposes of this Agreement or as required by law.

(c) We may disclose information about you, Designated Employees and/or Card Members to the extent necessary to evaluate and operate the Program, to government offices or regulatory or supervisory authorities, suppliers of goods and services and/or our Affiliates (and their appointed representatives and licensees), and receive such information from these parties for evaluation and operation by us of the Program.

(d) We may disclose information about you, Designated Employees and/or Card Members use of the Program to our bank or other payment service providers or payment systems selected by us to the extent necessary to permit the invoicing and payment for the Program.

(e) Where we are in accordance with legal, social, public relations and marketing purposes, we may, in accordance with legal, social, public relations and marketing purposes, use, maintain or disclose your name and your Company’s name as an American Express customer for public relations or marketing purposes.

(f) You are responsible for ensuring that you have the authority to provide personal information to us.

(g) Personal information means information (i) that could reasonably identify the individual to whom such information pertains, such as name, address, social insurance number, driver’s license number, or (ii) that can be used to authenticate that individual, such as passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers. We will use commercially reasonable efforts to inform Designated Employees and/or Card Members regarding our use of their personal information. Upon a Designated Employee or Card Member’s request, we will also provide them with information about how they can contact us. If requested by us, you agree to instruct Designated Employees and/or Card Members to the extent necessary to update, once a year, their personal information held by us.

(h) You agree that in order to serve your Account we may transfer information including personal information confidentially to our Affiliates and other organisations which we believe are necessary to service American Express Card Members. We agree that we may transfer personal information to other countries for processing and servicing and that we may disclose personal information to third parties who provide services to us, subject to appropriate conditions of confidentiality. You agree that we may disclose personal information for marketing purposes. If you do not wish to use your personal information for marketing purposes, please call us on 1000 362 639.

(i) You agree that we may provide personal information to any organisation which we believe may be of interest to you.

(j) You agree that, where you have provided American Express with personal information about Designated Employees or other individuals (whether in this application or otherwise) or where personal information is identified by American Express before, during or after providing services to you, including from, but not limited to, the purpose of identity verification of individuals, you must obtain the individual’s unambiguous and informed consent to use their information except where these persons have already provided their consent directly to us, for example under the Card Member Agreement. You must ensure they are aware of 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.

(k) The contact details of our Privacy Officer are: The Privacy Officer, American Express Australia Limited, GPO Box 5087, Sydney NSW 2001.
23. Set-Off
We shall be entitled to deduct and offset any amount or any of our Affiliates owe to us, from or against any amounts you or any of your Affiliates owe to us or any of our Affiliates under this or any other agreement.

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

25. Exchange control, tax and legal requirements
(a) You must comply with exchange control, tax laws and any other laws governing the use of your Account or Cards, and you agree to indemnify us against any consequence of your failure to comply.

(b) Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. We may charge to your Card or Account the full amount or a reasonable part of that tax, duty, or other charge (as determined by us) except as prohibited by law.

(c) The following provisions shall apply in relation to taxes:

1. Taxes are defined to include but are not limited to Goods and Services Tax (GST), Value-Added Tax (VAT) and all other taxes and duties levied or assessed in connection with a supply made under this Agreement.

2. Taxes that are payable under this clause are due at the same time as any amount payable under the Agreement is due.

3. If any payment under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the amount of any input tax credit the other party is entitled to claim is deducted from that payment.

4. 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.

5. In the event that any of such fees payable to us are subject to withholding taxes you shall withhold and pay over the required amounts to the tax authorities within the time provided by law, and you will deduct the amount of any such withholding taxes from the fees to be paid to us and shall furnish to us within thirty (30) days thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.

6. Each Party shall otherwise be responsible for its own taxes arising in connection with this Agreement.

(f) We may provide you with reports, management information and/or data feeds for your Account in our standard format. Subject to (g), we do not represent or guarantee that the data can rely on such information is accurate or complete for the purpose of complying with your tax or other legal obligations or for any other purpose.

(g) The Australian Taxation Office has provided approval for companies American Express Global Commercial Services’ Accounts to use their Statement and electronic data files to support their claim for input tax credits without holding a tax invoice or adjustment note, provided certain requirements are met. The approvals are set out in the following legislative instruments (as repealed and replaced from time to time):

(i) Goods and Services Tax: VAT Invoice Requirement (Corporate Card Statements) No. 2 Determination 2020; and


(h) The GST information provided on Card Member Statements and data files for individual transactions is supplied by the processing Merchant. Where no GST information has been included on the Statement for a particular charge, you should obtain a tax invoice or adjustment note to confirm the availability of input tax credits.

(i) It is an offence under the Financial Transactions 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. Where we have reasonable grounds to suspect that such a Transaction(s) has occurred on the Card or Account, we are obliged to complete and render a suspect transaction report to the Federal Government (AUSTRAC).

26. Third Parties
This Agreement shall be for the benefit of and binding upon both us and you and your respective successors and assigns and no other party.

27. No Waiver
If we fail to exercise or partially exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

28. Severability
(a) If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.

(b) Modifications under this provision will not affect the parties’ obligations under this Agreement, which will continue as modified.

29. Entire Agreement
(a) These terms and conditions for American Express Global Commercial Services and all associated Accounts, Program Administrators agree to the entire Agreement between us and you regarding Commercial Card Programs and all prior representations, agreements and understandings are hereby excluded.

(b) Where this Agreement is entered into pursuant to a broader master agreement between you (or any of your Affiliates) and us (or any of our Affiliates) covering the issuance of American Express Global Commercial Services by us or any of our Affiliates in countries other than Australia, this Agreement shall take precedence in respect of any Program provided in Australia, to the extent of any inconsistency between this Agreement and that master agreement.

B: Where the Company is a Trustee
If the Company is a trustee:
(a) This Agreement binds the Company in its own right and as trustee of the trust described in part 7 of the Account Application and the Company is liable to us in each of those capacities.

(b) You must ensure that the Card is used for business purposes of the trust only.

(c) You represent and warrant to us that:

1. the trust is validly formed and any relevant trust document is valid and complies with the law;

2. the Company is properly appointed as sole trustee of the trust;

3. the Company has always complied, and will comply, with the terms of the trust and its duties and powers as trustee;

4. the Company has power to enter into this Agreement and to perform its obligations as trustee of the trust;

5. the Company by this Agreement is for proper trust purposes;

6. the Company has a full right of indemnity from the trust assets in respect of all Charges, Liabilities and obligations under this Agreement;

7. the Company is entitled to use trust assets to meet any of your or the Company’s obligations under this Agreement, ahead of any rights of any of the beneficiaries.

(b) The Company will be in default if any of the following events happen:

1. the trust is held by a court not to have been properly constituted or you have not complied with any requirements that have been properly communicated to you;

2. the trust terminates or the beneficiaries of the trust resolve to terminate the trust;

3. the Company ceases to hold the trust assets or property in its name or it ceases to be trustee;

4. the Company ceases to hold the trust assets on a breach of trust which, in our opinion, is material.

5. You and the Company agree to notify us in writing immediately if any of the above events of default occur.

C: American Express @Work™
This section C applies where Company has requested for use of @Work online program management and reporting services (“@Work Services”):

(a) Authorised Users
For the purposes of this section, “American Express” also refers to American Express Travel Related Services Company, Inc. Use of the @Work Services is restricted to those Authorised Users designated by Company during the implementation of their @Work Services including the Master Program Administrator and any Program Administrator(s) (“Authorised Users”).

(b) Master Program Administrator
The Master Program Administrator is authorised by Company to act on its behalf with respect to the American Express Account(s), and American Express may rely on all written and oral directions and information that it receives from the Master Program Administrator. The Master Program Administrator shall, on the terms set out in this Agreement:

(i) Use @Work Services to maintain Account(s) and access reports;

(ii) Use @Work Services to provide assistance to Company, including membership services and technical support; and

(iii) Use @Work Services to add new or edit existing Program Administrators or Authorised Signatories within Company.

(c) Password
Company is responsible for protecting the confidentiality of the User ID(s) and Password(s) assigned to each Authorised User by American Express (collectively, the “Password”). Company shall be responsible for any use of the @Work Services accessed by a Password, whether authorised or unauthorised. American Express shall not be liable for any loss or damage arising from the use or misuse of any Password.
American Express Global Commercial Services Agreement in Australia – Company

(d) License Rights and Terms

Pursuant to these terms and conditions, American Express hereby grants each Authorised User a limited, non-transferable, non-exclusive licence to permit Authorised Users to access and use the selected @ Work Services for the sole purpose of managing Company’s American Express related data and accessing and/or creating reports relating thereto and solely during the term of this licence.

American Express shall retain all rights to and in the @ Work Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither Company nor its Authorised Users may download the @ Work Services. Neither Company nor its Authorised Users shall:

(i) remove any copyright or other proprietary legends from the @ Work Services;
(ii) licence, lease, rent, assign, transfer or distribute the @ Work Services to any third party;
(iii) alter, modify, copy, enhance or adapt the @ Work Services;
(iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the @ Work Services with any other software or materials; or
(v) otherwise create or attempt to create any derivative works from the @ Work Services.

Upon the expiration or termination of this licence for any reason, Company shall:

(i) immediately terminate this licence upon written notice to Company if:
   (a) Company fails to pay any applicable fee when due pursuant to the terms of this Agreement;
   (b) Company or its Authorised Users breach obligations set forth in this section; or

(ii) Company or its Authorised Users otherwise breach any other terms contained in this Agreement.

Upon the expiration or termination of this licence for any reason, Company shall:

(i) immediately require that all Authorised Users cease using the @ Work Services;
(ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and
(iii) within fifteen (15) days after expiration or termination, destroy or return any American Express documentation and confidential information in Company’s possession or control to American Express.

Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. @ Work Services may experience unanticipated downtime or interruptions.

Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the @ Work Services will meet Company’s requirements or that access to the @ Work Services, or the operation of the @ Work Services, will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the @ Work Services will be accurate. @ Work Services are provided “as is” and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim any implied warranties of merchantability or fitness for a particular purpose, title, non-infringement or accuracy.

D: Use of American Express AccessLink™ (“AccessLink”)

This section D applies where the Company has been approved as an AccessLine customer of American Express FX International Payments to use its international and domestic payment service with a pre-registered American Express Corporate Card or CPC as the settlement mechanism.

Authorised Users

Use of AccessLink is restricted to those authorised users (“Users”) designated by Company during their registration process and the Company must ensure that all Users comply with these terms and conditions. The Company must not substitute or replace any User, nor add any additional Users, except upon written notice to American Express.

International Payments are arranged through American Express International, Inc. (ABN 15 000 618 287 AFSL No. 237996), incorporated with Limited Liability in Delaware, USA.
(c) BTA with Virtual Payments facility

In the case of a BTA with Virtual Payments facility, this term means an individual authorised by you to make air travel, car rental and hotel reservations and thereby incur Charges on your BTA with Virtual Payments facility. Where you elect to enable a BTA with Virtual Payments facility within your Virtual Payment Account, the following clauses also apply:

(i) Authorised officer(s)

American Express may rely on all written and oral directions that it receives from authorised officers of Company to designate individuals as Account Users. You are responsible for notifying your TMC of any changes to that list. We shall be entitled to rely upon the accuracy of this or any updated version of this list provided an update is received from an authorised officer. We shall also be entitled to hold you responsible for all Charges incurred on the BTA by such authorised individuals or individuals who reasonably appear to be such Account Users.

(ii) Changing TMC

If you cease using the services of your TMC, you may either:
(a) request the BTA be closed. Any outstanding amounts on this BTA will require immediate payment. Subject to approval by American Express, you may apply for a BTA for use at your new TMC; or
(b) change your designated TMC by notifying us in the form and manner specified by American Express. From the Statement period following such notification, your BTA Statement will contain data submitted by the new TMC.

(iii) Use of the BTA

(a) You agree and acknowledge that where you have chosen to enable BTA:
(i) American Express will provide you with one or more BTAs that uses Virtual Account Numbers to pay for air, hotel and car Charges; and
(ii) American Express will enable your nominated TMC to request Virtual Account Numbers from American Express. The TMC will then provide the Virtual Account Numbers to Merchants as payment for Charges.
(b) Once your request for a BTA has been approved by American Express, we will provide you with a BTA number.
(c) Upon your request, you agree that we may provide your BTA number to your nominated TMC.
(d) The TMC will accept travel booking requests from your Account Users and charge the associated costs to your BTA. The TMC will prepare appropriate Record of Charge forms (‘ROC’) showing the Card number quoted by you.
(e) You agree that each BTA assigned to you will be used only for the purpose designated by American Express and in accordance with your policies and procedures.
(f) Cash Advances cannot be charged to the BTA.
(g) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your BTA, as appropriate.
(h) You agree to be bound by the normal terms and conditions governing the booking of air travel, car rental and hotel reservations (and any other transportation means) at any TMC. This shall include, but is not limited to the obligation to pay applicable cancellation fees. With respect to the handling of the BTA or of any Charge, the BTA terms and conditions take precedence.
(i) You acknowledge that where you or TMCs submit Charges to your BTA, American Express may not receive certain data from Merchants, including data relating to tolling fees, and such data will not be captured in your BTA Statement. You must raise any dispute relating to such data directly with the Merchant and to the exclusion of any involvement by American Express and you agree that you may not withhold any amount owing by you. (d) American Express vPayment Facilitator

(d) American Express vPayment Facilitator

If an American Express vPayment Facilitator is chosen or nominated for the facilitation of the American Express vPayment Account transactions, Company agrees to complete and execute all documentation required by American Express. Upon approval by American Express of the American Express vPayment Facilitator, American Express will work with the American Express vPayment Facilitator in order to facilitate the Company’s American Express vPayment Account transactions. Company acknowledges and agrees that the American Express vPayment Facilitator is the Company’s agent acting on its behalf at the Company’s request, and the Company is liable for all transactions initiated by the American Express vPayment Facilitator when using the American Express vPayment Account.
## American Express Global Commercial Services Agreement in Australia – Company

### FEE SCHEDULE* – AUSTRALIA (AUD)

<table>
<thead>
<tr>
<th>Corporate Products</th>
<th>Late Payment Charge</th>
<th>Foreign Currency Conversion Commission</th>
<th>Annual Card Fees (figure in brackets denotes number of Cards issued)</th>
<th>Dishonoured or Returned Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Express Corporate Card (Green) &amp; American Express Qantas Corporate Card (Green)</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>3%</td>
<td>(1 – 19) $70 (20 – 99) $50 (100 – 249) $40 (250 – 499) $35 (500 +) $0</td>
<td>$6</td>
</tr>
<tr>
<td>American Express Corporate Card (Gold) &amp; American Express Qantas Corporate Card (Gold)</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>3%</td>
<td>Incremental fee @ $35 per Card</td>
<td>$6</td>
</tr>
<tr>
<td>American Express Corporate Card (Platinum) American Express Qantas Corporate Card (Platinum)</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>3%</td>
<td>$800 $1200</td>
<td>$6</td>
</tr>
<tr>
<td>American Express Business Travel Account (BTA)</td>
<td>The greater of $10 or 3% of the outstanding balance</td>
<td>3%</td>
<td>N/A</td>
<td>$6</td>
</tr>
<tr>
<td>American Express Corporate Purchasing Card (CPC)</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>3%</td>
<td>(1 – 9) $60 (10 – 19) $45 (20 – 99) $33 (100 – 249) $30 (250 – 499) $24 (500 +) $15</td>
<td>$6</td>
</tr>
<tr>
<td>American Express Corporate Meeting Card (CMC)</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>3%</td>
<td>(1 – 9) $60 (10 – 19) $45 (20 – 99) $33 (100 – 249) $30 (250 – 499) $24 (500 +) $15</td>
<td>$6</td>
</tr>
<tr>
<td>American Express vPayment facility</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>1%</td>
<td>N/A</td>
<td>$6</td>
</tr>
<tr>
<td>American Express Go Facility</td>
<td>The greater of $30 or 3% of the outstanding balance</td>
<td>1%</td>
<td>$3 per App User (one-off fee)</td>
<td>$6</td>
</tr>
<tr>
<td>BTA with Virtual Payments</td>
<td>The greater of $10 or 3% of the outstanding balance</td>
<td>3%</td>
<td>N/A</td>
<td>$6</td>
</tr>
</tbody>
</table>

* 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.

AEX9559 T&C 09/21