

AMERICAN EXPRESS® CORPORATE MEMBERSHIP REWARDS

American Express Corporate Membership Rewards® Programme Terms and Conditions

This Agreement sets out the terms and conditions under which American Express Services Europe Limited will provide a Corporate Membership Rewards Programme in the United Kingdom.

Terms

1. Definitions

“**Agreement**” means these American Express Corporate Membership Rewards Programme Terms and Conditions.

“**American Express**”, “**we**”, “**our**” and “**us**” means American Express Services Europe Limited, a company registered in England and Wales under registered number 01833139, with its registered address at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, authorised by the Financial Conduct Authority under the Payment Services Regulations 2009, reference number 661836, for the provision of payment services, including its successors and assignees.

“**Cardmember**” means the person named on a Card.

“**Card**” means a plastic or virtual UK American Express Corporate Platinum, Gold or Green Card associated with the corresponding Cardmember Account and issued in the United Kingdom.

“**Cardmember Account**” means the account established by us for a Cardmember for the purpose of executing and recording charges.

“**Company**”, “**you**” or “**your**” means the company or firm incorporated in the United Kingdom whose name and address appear in, and who has executed, an application form for participation in the American Express Corporate Membership Rewards Programme in connection with a Company Account, its successor or assignees.

“**Company Account**” means the account issued by us to you for the purpose of executing, recording and tracking charges made using a Card.

“**Corporate Membership Rewards Programme**” means the corporate tier of our proprietary rewards programme under which a company can earn MR Points on the spend of enrolled Cardmembers which can then be redeemed for rewards.

“**Individual Membership Rewards Programme**” means the personal tier of our proprietary rewards programme under which approved enrolees can earn points for their personal use based on their spend which can then be redeemed for rewards.

“**Online Service**” means any internet-based tools, applications, software programs, systems and/or services which we may make available to you or your representatives.

“**MR Points**” means the points earned under our Corporate Membership Rewards Programme and lodged against the MR Programme Account.

“**MR Programme Account**” means the Corporate Membership Rewards Programme account in the name of the Company against which your MR Points are recorded.

“**MR Programme Administrator**” means the sole employee selected by the Company who is responsible for the management of the MR Programme Account.

“**MR Programme Fee**” means the annual fee charged for participation in the Corporate Membership Rewards Programme.

2. Eligibility and Enrolment

- a. Company may participate in the Corporate Membership Rewards Programme and be issued a MR Programme Account provided Company meets the eligibility requirements determined by us at our sole discretion and such eligibility requirements may change from time to time.
- b. A MR Programme Account cannot be linked to another MR Programme Account and MR Points cannot be moved between MR Programme Accounts. A MR Programme Account also cannot be linked to an Individual Membership Rewards Programme account.
- c. Each MR Programme Account will be in the sole name of Company and issued in the United Kingdom. Cards issued in British pounds sterling only shall be able to earn MR Points towards Company’s Programme Account.
- d. Only the Cards are eligible for participation in the Corporate Membership Rewards Programme. No other American Express products are eligible for participation in the Corporate Membership Rewards Programme. Cardmember Accounts are not automatically enrolled in your Corporate Membership Rewards Programme and to enrol a Cardmember Account to earn MR Points under the Corporate Membership Rewards Programme, you must notify us and complete the necessary process for enrolment.

- e. We reserve the right not to allocate MR Points which should have been earned by a Cardmember Account where the Cardmember Account is overdue or where the terms and conditions applicable to such Cardmember Account have been breached by you or the Cardmember.
- f. At all times, you must have at least one eligible Cardmember Account linked to your MR Programme Account to keep it open. In the event that you no longer have any eligible Cardmember Accounts linked to your MR Programme Account your account may be terminated in accordance with clause 13.c.iv.

3. MR Programme Fees

- a. You must designate one Cardmember Account to which all MR Programme Fees are charged (“**Designated MR Programme Fee Account**”). The MR Programme Fees may appear as a charge on the Designated MR Programme Fee Account.
- b. The MR Programme Fee will be charged from the date that a Cardmember Account is enrolled into your Corporate Membership Rewards Programme and then billed annually thereafter. The MR Programme Fee is exclusive of any applicable VAT.
- c. The MR Programme Fee will apply to all the Cards other than American Express Corporate Platinum Cards. We may at our discretion change the MR Programme Fee and the Cards it applies to from time to time.
- d. If you cancel your MR Programme Account in accordance with this Agreement, all MR Programme Fees will be refunded at a pro-rated amount to the Designated MR Programme Fee Account. If an individual Cardmember Account is removed from your Corporate Membership Rewards Programme, the MR Programme Fee charged for that Cardmember Account will be refunded at the pro-rated amount to the Designated MR Programme Fee Account. We reserve the right to not refund a MR Programme Fee pro rata, at our discretion, if the relevant Cardmember Account or the Designated MR Programme Fee Account is overdue.

4. MR Points Accrual

- a. Your Cardmembers will earn MR Points for each full pound of eligible spend and we will inform you of your earn rate from time to time as this may differ between different types of charges and different types of merchants. The rate at which MR Points are earned is not fixed and we may at our discretion change the rate at which MR Points are earned from time to time.
- b. The MR Points you earn and spend will be reflected in your MR Programme Account and shown on your MR Programme Account statement. The MR Programme Administrator will be able to obtain the balance of MR Points accrued in the Programme Account by enrolling in our Online Service or calling customer services.
- c. At all times MR Points accrued in your MR Programme Account remain our property and do not constitute property of Company. MR Points are not transferable by operation of law or otherwise to any person or entity. MR Points have no cash redemption value, or other cash or monetary value except that which American Express may, in its sole discretion, allow Company to redeem MR Points for certain rewards.
- d. When enrolling a Cardmember Account into your Corporate Membership Rewards Programme that was previously enrolled in an Individual Membership Rewards Programme, any points already accrued under the Individual Membership Rewards Programme cannot be transferred to the MR Programme Account and must be redeemed by the Cardmember prior to enrolment in the Corporate Membership Rewards Programme. If the points accrued under the Individual Membership Rewards Programme are not redeemed, they will be forfeited unless the Cardmember has another American Express Cardmember Account enrolled in the Individual Membership Rewards Programme. You are responsible for informing the Cardmember of the cancellation of their participation in Individual Membership Rewards Programme and that the Cardmember has thirty (30) days from the date of cancellation to redeem points they accrued under the Individual Membership Rewards Programme, if applicable. When transferring a Cardmember Account to a Corporate Membership Rewards Programme from another Corporate Membership Rewards Programme, any MR Points already accrued under the original Corporate Membership Rewards Programme cannot be transferred to the new MR Programme Account.

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5. MR Points Accrual Exclusions

- a. MR Points will not be accrued for:
 - i) charges processed, billed or prepaid prior to the date which the relevant Cardmember Account was enrolled in the Corporate Membership Rewards Programme;
 - ii) cash advances and any cash withdrawals in any currency through any method or any other cash services or transactions, or transactions treated as cash;
 - iii) any fees or charges applied to the accounts relating to, but not limited to, Card fees, MR Programme fees, joining fees, finance charges, late payment charges, overdue payments, dishonoured payments or foreign exchange fees;
 - iv) balances transferred from other accounts; or
 - v) any charges that we generally designated as excluded from MR Points accrual, including but not limited to, charges in relation to promotional offers and charges for which we do not receive payment in full for any reason.
- b. Any credits that are posted to a Cardmember Account shall not accrue MR Points. If MR Points were earned on the charge to which the credit relates, your MR Programme Account will be reduced to reflect the MR Points that would have been earned on the amount credited. If you have insufficient MR Points in your MR Programme Account to cover the reduction, the MR Points may be deducted from MR Points issued at a later date.
- c. You cannot earn MR Points on charges if we reasonably suspect that you have been involved in fraud or other criminal activity, or any serious abuse related to the MR Programme.

6. MR Points Expiration

- a. There is no expiry date for MR Points earned while under the Corporate Membership Rewards Programme as long as Company remains enrolled in the Corporate Membership Rewards Programme.
- b. If for any reason Company's enrolment in the Corporate Membership Rewards Programme is closed or terminated, Company will have thirty (30) days from the date of termination to redeem any MR Points accrued. Any MR Points not redeemed within thirty (30) days from the date of termination will be forfeited and will not be capable of transfer, conversion or redemption.

7. Redeeming MR Points for Rewards

- a. We will inform you from time to time the rewards in relation to which you can redeem your MR Points and the redemption methods you can use. MR Points may only be redeemed via the methods set out by us and in accordance with instructions provided by us from time to time. Additional terms and conditions may apply to redemption methods and you can find these on our Online Service.
- b. At the time of redemption, we will inform you if you have the option to pay partly using MR Points and partly using the Designated MR Programme Fee Account Card. If a reward or purchase with MR Points allows part redemption, and you do not have enough MR Points to apply against a reward, we shall charge the outstanding balance to the Designated MR Programme Fee Account Card. If a reward or purchase with MR Points does not allow part redemption and you do not have enough MR Points to apply against a reward or purchase with MR Points, or you do not have any MR Points, you may not be allowed to purchase the reward or make the purchase through our redemption methods or platforms.
- c. Some rewards and purchases with MR Points may be provided by third parties and not by us, our affiliates or our subsidiaries and such rewards and purchases will be subject to the third parties' terms and conditions. Where rewards and purchases with MR Points are provided by us, our affiliates or our subsidiaries, such rewards and purchases may be subject to additional terms and conditions.
- d. All rewards are subject to availability and restrictions may apply. Certain rewards may only be available only during limited time periods. We reserve the right to limit, modify or cancel any reward options or redemption methods at any time.
- e. Once you have redeemed MR Points, you cannot reverse the redemption or use it for a different reward. Redeemed rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other rewards or MR Points under any circumstances.

- f. You may be able to use your MR Points to apply a credit against certain charges on the Cardmember Accounts enrolled in the Corporate Membership Rewards Programme. You can find out which transactions are eligible by visiting our Online Service.
- g. To the fullest extent of the law, American Express makes no warranties or representations, either express or implied, and expressly disclaims any and all liabilities with respect to type, quality, standard, fitness or suitability for any purpose of rewards or purchases with MR Points available under the Corporate Membership Rewards Programme where provided by a third party. In addition, we are not responsible or liable for any lost, stolen, missing or undelivered rewards or purchases with MR Points provided by a third party. Any and all claims relating to rewards or purchases with MR Points provided by a third party should be directed to either the supplier or provider of the reward. Where rewards and purchases with MR Points are provided by us, our affiliates or our subsidiaries, such rewards and purchases may be subject to additional terms and conditions and any liability we have in respect of such rewards and purchases shall be set out in the additional terms and conditions.

8. MR Programme Administrator

- a. The MR Programme Administrator must be a current Cardmember and have a Card enrolled in the Corporate Membership Rewards Programme. We shall only take instructions in respect of the Corporate Membership Rewards Programme from the MR Programme Administrator and only the MR Programme Administrator will be given the right to redeem MR Points. We shall treat any requests, instructions or notices from the MR Programme Administrator in connection with your Corporate Membership Rewards Programme, the MR Programme Account, and this Agreement (whether by e-mail, the Online Service, post, fax or otherwise) as a request, instruction or notice from you. You agree to be bound by any such requests, instructions or notices made to us by your MR Programme Administrator.
- b. Company is solely responsible for all Programme management actions performed by the MR Programme Administrator and releases American Express and its parent, subsidiaries and affiliates from any and all liability regarding the redemption or use of rewards, or other participation in the Corporate Membership Rewards Programme as managed by its MR Programme Administrator. Company warrants that the MR Programme Administrator is authorised to carry out activities in connection with the Corporate Membership Rewards Programme on behalf of Company.
- c. It is Company's responsibility to inform American Express of a change in MR Programme Administrator and follow procedures set by American Express to do so, such as completing the appropriate form. If Company does not have a designated MR Programme Administrator, it will not be allowed to redeem MR Points.
- d. At all times, your MR Programme Administrator must not share their security details, which are used to verify their identity or which relate to the MR Programme Account with anyone else (other than us), and they must not share their password for the Online Service with anyone (and we will never ask them for this information).

9. 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 of the Corporate Membership Rewards Programme or as otherwise expressly provided in this Agreement or agreed between us in writing.
- b. Any confidential information may be used by either party for any purpose or disclosed to any person to the extent that it is public knowledge at the time of disclosure through no fault of the receiving party or to the extent that the disclosing party is required to disclose the confidential information pursuant to unambiguous requirements of applicable law or a legally binding order of a court or governmental or other authority or regulatory body.
- c. Each party shall treat this Agreement as confidential and must not disclose any of its content to any third party without the other party's prior written consent unless required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- d. We may transfer any information (including confidential information) we hold about you or regarding the MR Programme Account to our affiliates, including our and their third parties, processors and suppliers in order to support the operation of the Corporate Membership Rewards Programme. We shall impose appropriate duties of confidentiality on such third parties.

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10. Privacy and Personal Information

- a. You understand and accept that we may:
 - i) process information about you, your directors, employees, contractors, MR Programme Administrators and Cardmembers, to the extent necessary to operate the Corporate Membership Rewards Programme, including, where necessary, disclosing such information to our suppliers of rewards and redemption options and our affiliates, within the United Kingdom (“UK”) and European Union (“EU”) and to countries outside of the UK and EU, and receive information from these parties for the operation by us of the Corporate Membership Rewards Programme;
 - ii) use, process (including profiling), and analyse information about how you, your directors, employees, contractors, MR Programme Administrators and Cardmembers use the Corporate Membership Rewards Programme to develop reports for you and us to use and to administer the Corporate Membership Rewards Programme effectively. The information used to develop these reports may be obtained from specified sources such as suppliers of rewards and redemption options and from our affiliates. We use advanced technology and well-defined employee practices to help ensure that you and your directors’, employees’, contractors’, MR Programme Administrators’ and Cardmembers’ information is processed promptly, accurately and in confidence. We will treat these reports as your confidential information under the “Confidentiality” section of this Agreement (clause 9), and reserve the right to destroy any copies we may have of these reports at any time;
 - iii) keep information about you and your directors, employees, contractors, MR Programme Administrators and Cardmembers only for so long as is appropriate for the purposes of this Agreement or as required by applicable law;
 - iv) use, process and analyse Cardmember data, including data that is aggregated or combined with other information, to develop risk management policies, models and procedures, and to make decisions about how we manage your Cardmember Accounts, Company Account and MR Programme Account (for example, to approve redemptions);
 - v) exchange information about you, your directors, employees, contractors, MR Programme Administrators and Cardmembers with fraud prevention agencies (such as the UK Cards Association and CIFAS). If any of these persons gives us false or inaccurate information resulting in fraud, this may be recorded; and
 - vi) undertake all the above both within and outside the UK and EU. This includes processing your, your directors’, employees’, contractors’, MR Programme Administrators’ and Cardmembers’ information in the United States of America and other countries outside the UK and EU in which data protection laws are not as comprehensive as in the UK and EU. We undertake that we have taken and will always take appropriate steps to ensure your, your directors’, employees’, contractors’, MR Programme Administrators’ and Cardmembers’ information will have an adequate level of protection as required by laws in the UK.
- b. We will process information about you, your directors, employees, contractors, MR Programme Administrators and Cardmembers as set out above either where such individuals have consented to the specified purposes, in order to comply with a legal or contractual obligation, or because it is necessary for the purposes of our legitimate interests. Additional information in respect of the processing of information, and rights arising in relation to such processing, can be found in our Online Privacy Statement on our website at go.amex/privacy-uk.
- c. You must notify your MR Programme Administrator, Cardmembers and other directors, employees and contractors of the use of their personal data, and the rights that they have in respect of the same, as set out in this Agreement.

11. Communications with Company

- a. Communications will be provided, or made available by post, electronically, e-mail, SMS, insertion of the relevant note in a Company Account statement (or statement insert) or via the Online Service (or through links on webpages accessible via the Online Service).
- b. We may communicate with you through your MR Programme Administrator or a programme administrator of your Company Account by telephone, post, electronically, e-mail, SMS, insertion of the relevant note in the Statement or via the Online Service (or through links on webpages accessible via the service). A Communication to the MR Programme Administrator or a programme administrator of the Company Account will be deemed to be a communication from us to you.

- c. You must keep us up to date with changes in contact details, including changes to names, e-mail addresses, postal mailing addresses and phone numbers and other contact details for delivering communications under this Agreement. We shall not be responsible for any fees or charges or any other damage suffered by you, if you fail to inform us about any changes to contact details. We reserve the right not to communicate with, or to take instruction from, the MR Programme Administrator where we reasonably believe that their details are not up to date.
- d. If we have been unable to deliver any communication for reasons that are attributable to you or a communication has been returned after attempting to deliver it via an address or telephone number previously advised to us, we will consider you to be in material breach of this Agreement and may stop attempting to send communications to you until we receive accurate contact information. Our action or inaction does not limit your obligations under this Agreement. All deliveries to the address most recently stated to us are considered to have been delivered to you.
- e. All electronic communications that we make available 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.
- f. You must inform us of any changes to other information previously provided to us particularly the information on any application forms. You also agree to give us any additional information and support documentation that we request or as required by law.

12. Limitation of Liability

- a. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL AMERICAN EXPRESS, ITS DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.
- b. Nothing in this Agreement shall limit or exclude any liability of any party:
 - i) for death or personal injury caused by the negligence of a party or its employees, agents or subcontractors;
 - ii) for any fraud or fraudulent misrepresentation; or
 - iii) to the extent such limitation or exclusion is not permitted by applicable law.
- c. Subject to clause b. above, we will not be responsible or liable to you or any third party for any loss of damage whether in contract, tort (including negligence) or otherwise in relation to any rewards, payment with MR Points services or redemption methods provided by a third party or for any delay or failure.

13. Cancellation and Termination

- a. You may terminate this Agreement or remove any Card from the Programme any time on thirty (30) days’ written notice to us.
- b. We may terminate this Agreement or remove any Card from the Programme any time on thirty (30) days’ written notice to you.
- c. We may terminate this Agreement or remove any Card from the Programme with immediate effect in the event:
 - i) you breach or fail to comply with any of your obligations under this Agreement; or
 - ii) we deem levels of fraud or credit risk to be unacceptable to us; or
 - iii) you have no MR Programme Administrator associated with your Corporate Membership Rewards Programme; or
 - iv) you have no Cardmember Accounts linked to your MR Programme Account.
- d. We may consider you to be in breach of this Agreement including but not limited to the following:
 - i) if any statement made by you to us was false or misleading;
 - ii) you breach any other agreement you have with us or with any of our affiliates;
 - iii) if insolvency or other creditor proceedings are threatened or initiated against you;
 - iv) if you fail to comply with laws and regulations as they apply to any use of your MR Programme Account; or
 - v) we have any reason to believe that you may not be creditworthy.

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- e. If we terminate the Agreement for any reason as set out in this clause 13.c, your MR Points shall be forfeited.
- f. If this Agreement is terminated for any reason, you must pay us immediately for all outstanding MR Programme Fees or otherwise under this Agreement.
- g. We may at any time suspend your Corporate Membership Rewards Programme and/or MR Programme Account.
- h. We may at any time suspend your ability to earn and/or spend MR Points.
- i. Any provisions of this Agreement that are intended to survive termination or cancellation by their nature shall remain in effect for a period of five (5) years from termination or cancellation of this Agreement.

14. No Waiver

If we fail to 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.

15. Severability

- a. If any term or condition of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be amended 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.

16. Assignment

- 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. You consent to this without us having to notify you beforehand. You shall cooperate in the execution of any transfer document upon written request by us.
- b. You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or 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.

17. Rights of Third Parties

This Agreement shall be for the benefit of and binding upon both us and you and our and your respective successors and assigns. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999.

18. Changes to this Agreement

We may change any terms of this Agreement, including the MR Programme Fee, and introduce new fees and charges from time to time. We will give you at least thirty (30) days' prior notice of any change. You will be deemed to have accepted any changes notified to you if you continue to participate in the Corporate Membership Rewards Programme.

19. Applicable Law and Jurisdiction

- a. This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in accordance with the laws of England.
- b. The courts of England will have exclusive jurisdiction over all disputes arising out of or in relation to this Agreement and each party waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

20. Taxes

- a. Company is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Corporate Membership Rewards Programme, your participation in the Corporate Membership Rewards Programme, any MR Points acquired or redeemed or any other transaction within the Corporate Membership Rewards Programme.
- b. Company is advised to consult their accountant or tax advisor to understand any tax implications as a result of participating in the Corporate Membership Rewards Programme.