AMERICAN EXPRESS® CORPORATE PROGRAMME INTERNATIONAL CURRENCY CARD

Terms and Conditions

You can click on the buttons above to select the product(s) you use so that those provisions not relevant to the product (s) you use are displayed in light grey. This should assist you in your navigation of these terms and conditions.

This Agreement sets out the terms and conditions for the American Express International Dollar or Euro Corporate Card, American Express International Euro Corporate Purchasing Card, American Express International Euro Corporate Purchasing Account, American Express International Euro vPayment Account, American Express International Euro Business Travel Account and American Express International Currency Travel Manager Lodge Account to our corporate customers (each a **"Programme"** and together the **"Programmes"**). All Programmes may not be available in all countries and if You would like more information on which Programmes are available in certain countries please contact us.
Where the terms and conditions refer to a specific Programme, they apply if You already participate in the Programme subject to the "Changes to This Agreement" section of this Agreement (Section A, clause 31) or they apply from the time You enrol in the Programme (for enrolment see "Opening Accounts and Issuing Cards" (Section A, clause 1(b)). Capitalised words have the meaning ascribed to them in Schedule 1.

A. GENERAL TERMS

1. Opening Accounts and Issuing Cards

a. Following approval of the Programme Application Form(s) completed by You we will set up and operate a Master Account in your name and, if applicable, set up an Account(s) and issue Cards.
b. To enrol in a Programme You will need to provide a duly completed and signed Programme Application Form. In addition and depending on the Programme which You wish to enrol in, You must also provide: i) a Cardmember Application Form for each participant in the Corporate Card Programme; and ii) an Authorised User Form for each Corporate Purchasing Card and Corporate Purchasing Account respectively.
Each form must be countersigned by You. All relevant Application Forms including appendices (for example, the Cardmember Terms) will be provided by us following approval of your Programme Application Form.
c. You must ensure that all Account Users and any other person engaged by You in activities under the Agreement comply with the Agreement relevant to the Programme(s) in which You participate, including, in respect of Cardmembers, the Cardmember Terms, and in respect of Authorised Users, the Corporate Purchasing Card/ Corporate Purchasing Account Terms of Use, where applicable.
d. We may:
   i) contact credit reference agencies about You and/or any (prospective) Cardmember. Credit reference agencies may retain records of any credit checks. These may be used by us in making credit and Account management decisions about You or a Cardmember or for preventing fraud or tracing debtors or to assess the financial risk in your participation in the relevant Programme(s);
   ii) where applicable, check the following about any of your directors: a) personal and business records at credit reference agencies; and/or b) credit reference agencies' records to confirm that the residential address provided matches the one shown on the relevant register at Companies House for the United Kingdom, or the equivalent local business register for your country;
   iii) require You to provide us with copies of financial and other information about your business (for example annual financial statements and balance sheets) that we reasonably require to assess your creditworthiness and our financial risk in your participation in the relevant Programme(s) and comply with applicable law. We may use and share this information with our Affiliates to the extent necessary to operate the respective Programme(s);
   iv) require You to provide us with additional information and support documentation relevant to the Programme, any Master Account or Account or as required by applicable law;
   v) require You to provide us with security such as a parent company guarantee or bank guarantee in order to establish a Master Account, Account or to continue providing the respective Programme(s);
   vi) decline to issue a Card or open an Account or Master Account at our discretion, for example, we may decline to issue a Card or open a Master Account or Account due to failed identification in accordance with money laundering regulations or failure in an assessment of creditworthiness;
   vii) analyse information about Account Users and Charges for the purpose of authorising Charges and preventing fraud.

2. Use of Cards and Accounts

a. You must ensure that the Master Account, Accounts, Account details, Cards, Card details, and Codes are used by Account Users only and in accordance with this Agreement.
b. You must ensure that Cards and Accounts are used for your business purposes only and that You instruct Account Users accordingly. We are not responsible for ensuring compliance with your instructions or policies and procedures for the use of Cards and Accounts or purchases made with Cards.
c. You must take precautions to ensure that Cards, Card details, Accounts, Account details, Security Information and Codes are kept safe and confidential by persons authorised to use them and, except as may be required if You or an Account User allows another service provider to obtain authorised access to, or to make authorised Charges from, your Account in accordance with the PSRs, take reasonable measures to prevent any other person accessing or using the Card, Card details, Accounts, Account details, Security Information and Codes and instruct Account Users to do so. You must implement reasonable controls, measures and functionalities to assist in preventing or controlling misuse of Cards (examples of which are contained in the Specific Terms). This includes but is not limited to, adopting and enforcing policies and procedures to limit and control the use of Cards and Card details.
d. Cards may not be used to purchase goods and services for resale (**"Items for Resale"**) without our written consent, which may, at our sole discretion, be granted if:
   i) You tell us in writing that You wish to use the Card to purchase Items for Resale;
   ii) You accept sole liability for all Charges for Items for Resale; even if, for the Corporate Card Programme, You have selected either the Combined Liability' or Individual Liability' option (see Section B I. clause 3 ("Liability for Charges")).

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and is authorised and regulated by the Financial Conduct Authority. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.

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e. You must tell us immediately in writing when an Account User (including a Cardmember and Authorised User or Authorised Approver) or the Programme Administrator notifies You of his/her intention to leave your employment, ceases his/her association with You for whatever reason or is no longer authorised by You to participate in and/or administer a Programme for any reason and provide details of the actual or expected date of the event. If a physical Card has been issued, You must obtain the Card from the Cardmember or Authorised User and either destroy it or return it to us.

f. If the full exact amount of the transaction (other than a Corporate Card transaction) is not specified at the time You or an Account User authorises the Charge, You will remain liable for the full amount of the resulting Charge.

3. Prohibited Uses

You must ensure that Account Users do not:

i) except as may be required if the Account User allows another service provider to obtain authorised access to, or to make authorised Charges from, an Account in accordance with the PSRs, disclose any Card details or Codes to any person other than to consent to a transaction (except for the telephone code established for use on an Account which may be provided to us by telephone);

ii) allow another person to use the Card or Codes for any reason;

iii) return goods or services obtained using a Card for a cash refund. If permitted by the Merchant, goods or services charged to a Card may be returned to the Merchant for credit to that Card;

iv) use Cards to obtain cash from a Merchant for a Charge recorded as a purchase;

v) obtain a credit to an Account except by way of a refund for goods or services previously purchased on the Account;

vi) use the Card if You are insolvent, wound up, if an administrator or administrative receiver has been appointed or You are subject to any other form of insolvency procedure;

vii) use a Card which has been reported to us as lost or stolen unless we otherwise confirm that You may resume use of the Card or Account;

viii) use a Card after it has been suspended or cancelled, after the Account expires or after the 'valid thru' date shown on the front of the Card;

ix) use the Card for any purpose other than the purchase of goods and/or services (or cash withdrawals, if applicable);

x) transfer a credit balance from another account with us to pay off the Account; and

xi) use the Card to purchase anything from a Merchant that You or any third party related to You have any ownership interest in, where such ownership interest does not include shares quoted on a recognised stock exchange.

4. Liability for Charges

a. Unless otherwise provided in this Agreement (for example in the "Liability for Unauthorised Charges" section of this Agreement (Section A, clause 11)), You are liable to us for all Charges incurred under any Programme.

b. Under the Corporate Card Programme the liability options available are described in Section B I. clause 3. Your liability for Charges, pursuant to Section A, clause 4(a) above, will depend on the liability option You have selected for the Corporate Card Programme on the Programme Application Form or otherwise agreed with us in writing.

c. Regardless of the liability or settlement option selected for Charges incurred under a Corporate Card Programme, Cardmember is entitled to make settlement for Charges directly to us for Charges shown on a Statement.

5. Account Limits

a. We reserve the right to set an Account Limit at the time of the conclusion of the Agreement which is applicable to the Master Account or the aggregate of all or a subset of Accounts. This means that the maximum amount that can be outstanding at any time on the Master Account and/or such Accounts shall not exceed the Account Limit.

b. We may impose or change Account Limits at any time. We will notify You either prior to or at the same time as any introduction of or change to an Account Limit.

c. You agree to manage the Master Account in a way which ensures that Account Limits are not exceeded but will remain responsible for all Charges even where the Account Limit is exceeded.

d. You shall inform Account Users of any Account Limits agreed with us and that we may refuse Charges in the event that the Account Limit is exceeded.

e. You shall regularly monitor and administer the Master Account. In particular, You shall set up internal guidelines and procedures to monitor the expenditure of Account Users in order to ensure that the Charges established with the Card do not exceed the Account Limit.

6. Charge Approval

We may require transactions on any Card or Account to be approved by us before they are accepted by a Merchant, Travel Booking Provider or Travel Service Provider. We may decline a transaction due to technical difficulties, security concerns, fraud or suspected fraud including unusual spending behaviour, your breach of contract or an increased possibility of non-payment, even if the Account Limit has not been exceeded. The Account User will be notified of any refusal by the Merchant, through the terminal or website on which the Card is used. Where possible, we will provide or make available to You at your request our reasons for any refusal for approval and let You know if there is anything You can do to rectify any factual errors that led to the refusal.

7. Statements and Queries

a. Statements will normally be provided or made available to You in the manner set out in Section B in respect of each billing period (intervals of approximately one (1) month). Statements will only be provided or made available to You if there has been activity under the relevant Programme in the respective billing period.

b. Statements for all Cards will normally be provided or made available to You only. On your written request to us, Statements can be provided or made available to Cardmembers instead of You for the Corporate Card Programme.

c. Unless we agree otherwise, Statements will be made available:

i) For the Corporate Card, Business Travel Account and, Travel Manager Lodge Account - through the Online Service; and

ii) For the Corporate Purchasing Card, Corporate Purchasing Account and vPayment Account in paper form or in the form of an electronic data file(s), (together with any related management information that we agree to provide You from time to time).

d. You must ensure that Statements are reviewed for accuracy and completeness. You must inform us immediately if You or an Account User has a query about any Charge or other amount appearing in a Statement or any credit missing from the Statement. If we request, You must promptly provide us with written confirmation of a query and any information we may reasonably require that relates to the query.

e. You must settle each Statement in full in accordance with the payment terms applicable to the Programme(s) in which You participate as set out in this Agreement (Section A, clause 16 and Section B in respect of the relevant Programme(s)).

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f. Applicable to Card Account, vPayment Account, Business Travel Account and Travel Manager Lodge Account only:
Claims in respect of unauthorised or incorrectly executed Charges or missing credits in a Statement will be excluded and can no longer be raised by You after a period of one (1) month from the Statement date. This shall not apply if You were prevented from meeting the one month notice period through no fault of your own. For the avoidance of doubt, You must settle any Charges in respect of which You have raised a query (other than under the Corporate Card Programme). If we determine that your query is valid, we will apply a credit to the relevant Account. Credits will appear on your Statement.

g. If You fail to receive or access a Statement for any reason whatsoever, this shall not affect your obligation to make payment in accordance with the terms of this Agreement (Section A, clause 16 and Section B in respect of the relevant Programme(s)). You must contact us to obtain the relevant payment information by alternative means if You are unable to access or have not received a Statement.

8. Disputes with Merchants

Unless required by applicable law, we are not responsible for goods or services purchased with a Card. You must resolve disputes relating to goods and/or services charged to an Account directly with the Merchant or, in relation to the Business Travel Account/ Travel Manager Lodge Account, with the Travel Booking Provider or Travel Service Provider. Except as otherwise set out in this Agreement, You must continue to make payments in accordance with this Agreement even if You have a dispute with a Merchant or other provider of goods and/or services.

9. Management Information Reports

On request, we may provide additional management information reports relating to Charges. We will notify You of any fees payable for such information when we receive your request.

10. Unauthorised Charges/Lost and Stolen or Otherwise Missing Cards, Misuse of an Account, Queries

a. You must tell us immediately if You believe or suspect that a transaction is unauthorised or has not been processed correctly or if a Card has been misappropriated, lost, stolen, not received, misused, or has been otherwise compromised in any way as follows:
   i) +44(0)1273 868 900 for International Dollar Corporate Card and International Euro Corporate Card;
   ii) +44(0)203 027 3227 for Corporate Purchasing Card;
   iii) +44(0)203 027 3227 for Corporate Purchasing Account;
   iv) +44(0)203 027 3252 for vPayment Account;
   v) +31(0)205 048 999 for Business Travel Account;
   vi) +44(0)1273 576 098 for Travel Manager Lodge Account; or
   vii) to such other e-mail address or telephone number that we tell You.

   You shall also instruct the Account Users to promptly do so. Notifications via the means set out above shall be free of charge.

b. You agree to provide us with all reasonable assistance to control fraudulent and unauthorised use of Cards, including but not limited to providing us with any information, declarations, affidavits, copies of any official police reports and/or other evidence in your possession or control that we may reasonably request. You agree that we may disclose details about your and Account Users' activities under the Programme to any relevant governmental authorities where we are obliged to do so.

c. If You query a Charge or part thereof, we will place a temporary credit on a Master Account or Account in the amount of the queried Charge or part thereof while we investigate. If we determine that the queried Charge was authorised or that You are otherwise responsible for the queried Charge we will reverse the credit applied to the Master Account or Account.

11. Liability for Unauthorised Charges

a. You will not be liable for Charges where (i) they are not authorised by an Account User or by You; (ii) You provide evidence that the Charge was not authorised; and (iii) You have raised a query with us in accordance with the "Statements and Queries" section of this Agreement (Section A, clause 7 or, for the Corporate Card Programme, in accordance with Section B I. clause 5) unless:
   i) You did not comply or ensure compliance by Account Users with the terms of the Agreement relevant to the Programme in which You participate, and such non-compliance was intentional, fraudulent, reckless or negligent on your part or such Account User; or
   ii) You or an Account User contributed to, was involved in, or benefited from the loss, theft or misuse of the Card; in which case, You may be liable for the full amount of the unauthorised Charge.

12. Replacement Cards

a. If You or an Account User reports a Card as lost or stolen in accordance with the "Unauthorised Charges/Lost and Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, clause 10), we will cancel the Card and issue a Replacement Card. If a lost or stolen Card (if issued in physical form) is subsequently found, You must ensure that it is cut into two or otherwise destroyed and not used anymore.

b. The Card is only valid for the time period stated on it. All Cards remain our property at all times. We, or anyone we ask on our behalf, including Merchants, may request that You or an Account User destroy Cards, for example, by cutting them up or returning them to us. We may also request another person, including Merchants to retain Cards on our behalf.

c. We may send a Replacement Card to the Cardmember or Authorised User (if a Card was issued in physical form) before the current Card expires.

d. We may choose not to renew any current Card without notice if it has not been used for a period of at least twelve (12) months. If a new Card is not issued, the Account will not automatically terminate. You, the Cardmember or Authorised User may request that a new current Card be issued within twelve (12) months of the expiry of such Card. If we do not receive a request for a new Card within this time, we reserve the right to close the Account and will notify the Cardmember directly in the case of the Corporate Card Programme and You in the case of any other Programme.

13. Suspension of Cards and Accounts

a. We may immediately stop or suspend You or an Account User from using any Card, Master Account or Account, and suspend the services linked to a Card, on reasonable grounds related to: (i) the security of the Card, Account, Card Pool or vPayment Transaction Numbers; (ii) if we suspect unauthorised and/or fraudulent use based on, for example, a finding of suspicious transactions upon analysis of transaction data and loss events or in the event credit institutions or the police inform us of fraud cases or data breaches at third parties which may have compromised Account data or there is information that data has been tapped; (iii) a significantly increased risk that You may not be able to pay us any amounts due under this Agreement in full and on time; or (iv) a significantly increased risk that a Cardmember Account may not be paid in full and on time by You or a Cardmember (as applicable). In these cases we may notify You before we stop or suspend use or immediately afterwards. We will, where possible, tell You the reasons for our decision. Please refer to the "Communications with You and the Programme Administrator" section of this Agreement (Section A, clause 21) for details of how we will tell You.

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b. For the avoidance of doubt, the Agreement will continue in effect notwithstanding the suspension of any Card or Account, and subject to the "Liability for Charges" section of this Agreement (Section A, clause 4 or Section B I. clause 3) in respect of the Corporate Card Programme, You will be responsible for all Charges as set out in this Agreement and for complying with the terms and conditions of this Agreement.
c. We will remove the suspension on the Card or Account or provide a Replacement Card when the reasons for the suspension have ceased to exist. You may tell us by telephone, using the telephone number set out in the "Unauthorised Charges/Lost and Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, clause 10) when You believe the reasons for the suspension have ceased to exist.

14. Use of Online Service

a. You must ensure that access to the Online Service is restricted to the Programme Administrator(s), Account Users, employees, contractors and/or agents that You, and your representatives designate (each an **"Online Service User"** and collectively, **"Online Service Users"**) to reasonably require access for the sole purpose of performing online Account queries and maintenance including accessing and/or creating reports relating to the Programmes for your business purposes.
b. You must ensure that the Online Service Users only access the Online Service via our secure website(s), using the assigned Security Information.
c. Any substitution or replacement of an Online Service User, or addition of any Online Service Users, requires notice to and the assistance of us. You shall be responsible for the Online Service Users and ensure that all Online Service Users comply with the following terms of use of the Online Service:
   i) Security Information must be protected and treated as confidential at all times and may not be shared with anyone else.
   ii) The Online Service may only be accessed via the designated websites using the Security Information individually assigned to each Online Service User.
   iii) You, your representatives and the Online Service Users are not permitted to:
      - download the Online Service;
      - remove any copyright or other proprietary legends or marks from the Online Service;
      - allow any third party access to the Online Service;
      - alter, modify, copy, enhance or adapt the Online Service;
      - attempt to reverse engineer, convert, translate, decompile, disassemble or merge the Online Service with any other software or materials; or
      - otherwise create or attempt to create any derivative works from the Online Service.
   iv) Upon a suspicion that any other individual or entity has gained access to the Security Information of an Online Service User, You shall ensure that the Online Service User informs us and your Programme Administrator without any undue delay.
d. All intellectual property rights to and in the Online Service, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights are owned or licensed by us and we retain all rights to the Online Service as well as to the format and arrangement of any and all reports generated through the Online Service.
e. Notwithstanding the foregoing, You, acting through your Online Service Users, may download JAVA Applets as applicable based on the Online Service(s) selected and download, keep or merge reports generated through the Online Service.
f. You will comply, and will ensure compliance with, all applicable laws with respect to the Online Service, including, but not limited to, laws related to the export and protection of technical or personal data. You will only use the Online Service with content and data for which You have all necessary rights.
g. We reserve the right to conduct scheduled and unscheduled maintenance. We will provide notice of maintenance when reasonably possible under the circumstances. The Online Service may experience unanticipated downtime or interruptions.
h. Any breach of this clause 14 by You or any Online Service User may result in the termination of access to the Online Service. In any event, the right to use the Online Service will terminate upon termination of all of your Programmes for any reason.
i. We may introduce fees and additional terms of use relating to the Online Service or make changes to terms in accordance with "Changes to This Agreement" section of this Agreement (Section A, clause 31).
j. You are responsible for obtaining and maintaining your own compatible computer system, software, and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software or equipment.
k. You are responsible for all telecommunications and similar charges incurred by You in accessing and using the Online Service.
l. We will not be responsible for any misuse of the Online Service by You or the Online Service Users or anyone else, nor for disclosure of confidential information by us through the Online Service where You or any Online Service User has disclosed the Security Information for any reason.
m. We may terminate or suspend the use of an Online Service at any time. We will give You prior notice of any withdrawal or suspension of the Online Service in accordance with the "Changes to This Agreement" section of this Agreement (Section A, clause 31) except: (i) in circumstances beyond our control; (ii) in the event of suspicion of unauthorised use or breach of the terms of use for an Online Service; or (iii) for security reasons.
n. We will not be responsible if any information to be made available via the Online Service is not available or is inaccurately displayed due to systems failure, interruptions in the communications systems or other reasons outside of our control.
o. Specific terms and conditions applicable to the Corporate Purchasing Card and Corporate Purchasing Account Programmes for your Online Service are set out in Section B. Specific terms and conditions for the Online Service for Cardmembers for the Corporate Card Programme are set out in the Cardmember Terms.

15. Charges in a Foreign Currency

a. If an Account User makes a Charge in a currency other than the Billing Currency, or if we receive a refund in a currency other than the Billing Currency, that Charge or refund will be converted into the Billing Currency. The conversion will take place on the date the Charge or refund is processed by us, which may not be the same date on which the Charge was made, or the date of the refund, as it depends on when the Charge or refund was submitted to us. If the Charge or refund is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge or refund amount into U.S. dollars and then by converting the U.S. dollar amount into the Billing Currency. If the Charge or refund is in U.S. dollars, it will be converted directly into the Billing Currency.
b. Unless a specific rate is required by applicable law, or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention),You understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from

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customary industry sources on the business day prior to the processing date (the **"American Express Exchange Rate"**), to which a fee of 2.99% for Dollar and 2.7% for Euro will be applied, for all Cards except (i) the vPayment Account to which a fee of 1.0% will be applied; (ii) Business Travel Account to which a fee of 2.3% will be applied; and (iii) the Corporate Purchasing Card and Corporate Purchasing Account to which a fee of 2.99% will be applied, or as otherwise disclosed by us.

c. When an Account User makes a Charge in a foreign currency, they may be given the option of allowing a third party (for example, the merchant) to convert the Charge into the Billing Currency before submitting it to us. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates set by such third parties and may include a commission or charge selected by them. In such cases, we will consider the transaction as a Billing Currency transaction and accept the conversion performed by the third party without charging a conversion fee. You may however be liable for a conversion fee charged by the third parties. Please ask them for details of any fees they apply.
d. The American Express Exchange Rate is set daily between Monday and Friday, except Christmas Day and New Year's Day. Any changes in the American Express Exchange Rate will be applied immediately and without notice. The rate charged is not necessarily the rate available on the date of the transaction as the rate applicable is determined by the date on which the Merchant, Travel Booking Provider or ATM operator, in the case of Cards which can be used at ATMs, submits a Charge or refund to us which may not be the date on which the transaction is authorised or the refund is made. Fluctuations can be significant.

16. Payment

a. All Charges shown on a Statement are due and payable to us in full in the Billing Currency of the respective Account on the date set out on your Statement. Failure to pay on time and in full is a material breach of this Agreement.
b. If we accept a payment made in any other currency than the Billing Currency, the currency conversion will delay the credit to the relevant Account and may involve the charging of currency conversion fees in accordance with the "Charges in a Foreign Currency" section of this Agreement (Section A, clause 15).
c. Charges may be payable for late payments in accordance with the Specific Terms.
d. Unless otherwise agreed with You, we will collect payment in full of all amounts due to us under this Agreement by way of direct debit from your designated bank account on or after the payment due date. You must execute any documents and take any action required to set up a direct debit mandate. You must ensure that adequate funds are available in the bank or payment account designated in the direct debit mandate to enable payment in full to us of all amounts due to us under this Agreement when they become due and payable. If You wish to terminate a direct debit mandate You must obtain our written consent.
e. Payments will be credited to the relevant Account when received, cleared and processed by us. The time for payments to reach us 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.
f. Acceptance of late payments, partial payments or any payment marked as being payments in full or as being a settlement of a dispute will not affect or vary any of our rights under this Agreement or under applicable law to payment in full.
g. We do not pay any interest on positive balances on an Account.

17. Recurring Charges

a. In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Merchant or Travel Booking Provider (for the Business Travel Account/Travel Manager Lodge Account Programme) in the case of a Replacement Card or Card being cancelled, You or the Account User may wish to contact the Merchant and provide Replacement Card information or make alternate payment arrangements.
b. Recurring Charges may be charged to a Replacement Card without notice to You in which case You and/or, for the Corporate Card Programme only, the Cardmember (depending on which liability structure is chosen for the Cardmember Account, please see the "Liability for Charges" sections of this Agreement (Section A, clause 4 and Section B I. clause 3), are responsible for any such Recurring Charges but please note that we do not provide Replacement Card information (such as Card number and Card expiry date) to all Merchants or Travel Booking Providers (for the Business Travel Account/Travel Manager Lodge Account Programme).
c. To stop Recurring Charges being billed to a Card, You, or for the Corporate Card Programme only, the Cardmember, may wish to advise the Merchant or Travel Booking Provider (for the Business Travel Account/Travel Manager Lodge Account Programme) in writing or in another way permitted by the Merchant or Travel Booking Provider.

18. Insurance

For certain Programmes, You and Cardmembers may benefit from insurance taken out by us with third party insurance providers. The continuing provision, scope and terms of the insurance benefits may be changed or cancelled by us or the third party insurance provider at any time during the term of this Agreement. We will give You at least sixty (60) days advance notice of any detrimental changes to, or cancellation of, the insurance benefits.

19. 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 respective Programme(s) 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. Notwithstanding this clause 19, we shall be entitled to disclose this Agreement to a potential purchaser (for example in the event of an assignment or business transfer pursuant to the "Assignment" section of this Agreement (Section A, clause 29)), subject to us entering into a non-disclosure agreement with such purchaser. We reserve the right to provide our standard terms and conditions to clients or prospective clients including placing those terms and conditions on our website.
e. We may transfer any information (including confidential information) we hold about You or regarding any Account to our Affiliates, including our and their processors and suppliers in order to support the operation of the respective Programme(s) worldwide or to a third party pursuant to the "Assignment"

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section of this Agreement (Section A, clause 29). We shall impose appropriate duties of confidentiality on such companies.

f. We reserve the right, at our sole discretion, to provide information regarding You, any Account and payment history to credit reference agencies.

g. The provisions of this clause shall survive for a period of five years from termination of this Agreement.

20. Data Protection

a. Notwithstanding the confidentiality provisions in this Agreement, You understand and accept that we may:

i) process information about You, your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users to the extent necessary to operate the respective Programme(s), including, where necessary, disclosing such information to computerised reservation systems, to suppliers of goods and/or services, to Travel Booking Providers and Travel Service Providers and to our Affiliates (and their appointed representatives), within the European Union ("EU") and to countries outside of the EU, and receiving such information from these parties for the operation by us of the respective Programme(s) and to follow up on contractual requests by our customers;

ii) disclose information about your directors', employees', contractors', Programme Administrators', Cardmembers', Authorised Users' and Travel Users' use of the respective Programme(s) to your bank or other payment service providers or payment systems selected by You to the extent necessary to permit the invoicing of and payment for the respective Programme(s);

iii) use, process (including profiling), and analyse information about how your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users use the Programme(s) to develop reports that may enable You to maintain effective procurement policies, travel policies and procedures. The information used to develop these reports may be obtained from specified sources such as computerised reservation systems, airlines, and other suppliers of goods and/or services and from our and our Affiliates' appointed representatives, licensees, agents and suppliers. We use advanced technology and well-defined employee practices to help ensure that You and your directors', employees', contractors', Programme Administrators', Cardmembers', Authorised Users' and Travel Users' information is processed promptly, accurately and in confidence. We will treat these reports as your confidential information under the "Confidentiality" section of this Agreement (Section A, clause 19), and reserve the right to destroy any copies we may have of these reports at any time;

iv) keep information about You and your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users only for so long as is appropriate for the purposes of this Agreement or as required by applicable law;

v) 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/or to make decisions about how we manage your Accounts (for example, to approve transactions);

vi) exchange information about You, your directors, employees, contractors, Programme Administrators and Authorised Users 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. These records may be used by us and other organisations to trace debtors, recover debts, prevent fraud, manage the person's accounts or insurance policies and to make decisions about offering products such as credit and related services and motor, household, life and other insurance products to such person or any other party with a financial association with the person; and

vii) undertake all the above both within and outside the EU. This includes processing your, your directors', employees', contractors', Programme Administrators', Cardmembers', Authorised Users' and Travel Users' information in the United States of America and other countries outside the EU in which data protection laws are not as comprehensive as in the EU. We undertake that we have taken and will always take appropriate steps to ensure your, your directors', employees', contractors', Programme Administrators', Cardmembers', Authorised Users' and Travel Users' information will have an adequate level of protection as required by laws in the EU.

b. We will process information about You, your directors, employees, contractors, Programme Administrators, Cardmembers, Travel Users and Authorised Users 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 the Privacy Statement on our website business.americanexpress.com/uk.

c. You must notify all Programme Administrators, Cardmembers, Authorised Users and Travel Users 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 except where these persons have already been directly notified by us, for example, in the Cardmember Terms for the Corporate Card Programme or through forms they may execute and submit to us in connection with the respective Programme(s).

d. You agree:

i) to ensure that the transmission of data to us by You for the purposes set out herein, especially for creation of reports pursuant to this clause complies with all applicable laws, especially data protection laws in the EU, and that You are entitled to such transmission.

ii) to use the reports You receive from us in accordance with this clause exclusively in compliance with all applicable laws, especially data protection laws in the EU.

iii) that if You receive a data subject request from any individual that should have been properly addressed to us, then You will promptly ensure that the data subject re-submits such request directly to us.

21. Communications with You and the Programme Administrator

a. Communications will be provided or made available by post, electronically, e-mail, SMS, insertion of the relevant note in the 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 a Programme Administrator 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) that we may establish from time to time. A Communication to a Programme Administrator will be deemed to be a Communication from us to You.

c. In relation to the Corporate Card Programme, we may communicate with a Cardmember through a Programme Administrator. You must ensure that Communications from or to a Cardmember via

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the Programme Administrator are forwarded immediately to us or the relevant Cardmember respectively.

d. We shall treat any requests, instructions or notices from the Programme Administrator in connection with the Programme, the Accounts, and the 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 a Programme Administrator. You shall ensure that all Programme Administrators comply with their obligations hereunder.

e. You must keep us up to date with your and any Programme Administrators' names, e-mail addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications under this Agreement. Where there is a new Programme Administrator You shall certify the designation of such Programme Administrator in writing. 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 such contact details. We reserve the right not to communicate with, or to take instruction from, a Programme Administrator where we reasonably believe that their details are not up to date.

f. 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.

g. All electronic Communications that we make available 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.

h. You must inform us of any changes to other information previously provided to us, particularly the information on Application Forms.

22. Your Representations, Warranties and Undertakings

a. In relation to all Cards, You represent, warrant and undertake that:
   i) You will use the Accounts only for your business purposes and will instruct Account Users to do so;
   ii) Your Programme Administrator(s) shall be authorised to administer the Programme(s) on your behalf;
   iii) this Agreement and all Application Forms are executed by a duly authorised representative; and
   iv) You are not a Microenterprise.

23. Limitation of Our Liability

a. 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; and
   iii) to the extent such limitation or exclusion is not permitted by applicable law.

b. Subject to Section A, clause 23(a) above, we will not be responsible or liable to You or any third party for any loss or damage arising, whether in contract, tort (including negligence) or otherwise in relation to:
   i) delay or failure by a Merchant, a Travel Booking Provider or a Travel Service Provider to accept a Card, the imposition by a Merchant or by the Travel Booking Provider or a Travel Service Provider of conditions on the use of the Card or the manner of a Merchant's or of the Travel Booking Provider's or a Travel Service Provider's acceptance or non-acceptance of the Card;
   ii) goods and/or services purchased with the Card or their delivery or non-delivery;
   iii) Travel Arrangements charged to a Business Travel Account/ Travel Manager Lodge Account, including any dispute with the Travel Booking Provider or a Travel Service Provider about Travel Arrangements or any failure to provide them;
   iv) failure to carry out our obligations under this Agreement (or the Cardmember Terms for the Corporate Card Programme) if that failure is caused by a third party or because of an event outside our reasonable control, including but not limited to, a systems failure, data processing failure, industrial dispute or other action outside our control or where contravention of our obligations is due to our obligations under provisions of European Union or national law;
   v) our declining to approve any Corporate Purchasing Card, Corporate Purchasing Account, vPayment, Business Travel Account or Travel Manager Lodge Account transaction for any reason that is set out in the "Charge Approval" section of the Agreement (Section A, clause 6); or
   vi) the accuracy, completeness or sufficiency for tax and legal compliance purposes of VAT related data supplied by Merchants which we may make available to You in relation to Charges. (We do, however, warrant that such VAT related data we make available to You is as supplied by the Merchant to us.)

c. Subject to Section A, clause 23(a) above, we will not be responsible or liable to You or any third party under any circumstances for any:
   i) loss of profit, interest, goodwill, business opportunity, business, revenue or anticipated savings;
   ii) losses related to damage to the reputation of any member of your Company, howsoever caused; or
   iii) any indirect, special, punitive or consequential losses or damages, even if such losses were foreseeable and notwithstanding that a party had been advised of the possibility that such losses were in the contemplation of the other party or any third party.

24. Cancellation and Termination

a. You may terminate this Agreement or cancel any Card, the Master Account or any Account at any time on thirty (30) days' written notice to us. If You do so, You shall pay all amounts owing on the Master Account or Account and stop all use of the Account (including all Card Accounts and Cardmember Accounts) and instruct the Account Users to stop the use of the Accounts and to destroy any Cards.

b. 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 cancellation of a Card or Account that You have requested.

c. We may terminate this Agreement or cancel any Card, the Master Account or any Account on thirty (30) days' written notice to You.

d. We may terminate this Agreement or cancel any Card, the Master Account or any Account immediately upon notice to You:
   i) in the event of your failure to comply with any of your obligations under this Agreement, including, but not limited to, failure to ensure payment is made to us when it is due, any form of payment is returned or not honoured in full; or
   ii) in the event that we deem levels of fraud or credit risk to be unacceptable to us.

   If we take such action, You are still required to pay all amounts owing on the Master Account and any Account to us.

e. We may consider You to be in material breach of this Agreement if: (i) any statement made by You to us in connection with an Account 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

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creditor proceedings are threatened or initiated against You or; (iv) we have any reason to believe that You may not be creditworthy.

f. If this Agreement is terminated for any reason, You must pay all outstanding Charges and any other amounts You owe us under this Agreement, including unbilled Charges immediately, and ensure the discontinuation of use of the Accounts by Account Users.

g. In relation to the Corporate Card Programme, Cardmember Accounts terminate automatically upon termination of this Agreement. It is your responsibility to inform Cardmembers of the termination of this Agreement.

h. In relation to any Cash Advance facility permitted by us and provided to Cardmembers at your request, You may ask us to terminate that facility for any or all Cardmembers immediately. Any amount of cash withdrawn on any Cardmember Account where the Cash Advance facility has been terminated by us at your request will be repayable immediately. It is your responsibility to inform Cardmembers of the termination of any Cash Advance facility.

i. We may inform Merchants where a Card is no longer valid.

j. Your liability under this clause survives termination of this Agreement.

25. Set-Off

Where You are under any obligation to us or any of our Affiliates under a separate agreement, we will be entitled to set off an amount equal to the amount of such obligation against amounts owed by us to You under this Agreement irrespective of the currency of the relevant amounts.

26. 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.

27. Severability

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.

28. Transfer of Claims

a. Although we may have no obligation to do so, if we credit a Master Account or Account in relation to a claim against a third party such as a Merchant, Travel Booking Provider or Travel Service Provider, You shall automatically be deemed to have assigned and transferred to us any related rights and claims (excluding tort claims) that You have, had or may have against any third party for an amount equal to the amount we credited to the Account. You hereby give consent in advance to such assignment, without any further notification being required.

b. After we credit such Account, You may not pursue any claim against or reimbursement from any third party for the amount that we credited to the Account.

c. You must provide all reasonable assistance to us if we decide to pursue a third party for the amount credited. This includes, without limitation, signing any documents and providing any information that we may require. Crediting the Master Account or Account on any occasion does not obligate us to do so again.

29. 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 (a **"Transfer"**) and You consent to this without us having to notify You beforehand. You shall cooperate in the execution of a Transfer 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.

30. 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 right under the Contracts (Rights of Third Parties) Act 1999.

31. Changes to This Agreement

a. We may change any terms of this Agreement including any fees and charges applicable to any Accounts 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 or Cardmembers continue to use any Card, the Master Account or Account to which the changes relate.

b. **Corporate Card only -** We may change Cardmember Terms in accordance with its terms and we will notify You and the Cardmember accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the "Liability of Charges" section of this Agreement (Section A, clause 4 and Section B I. clause 3).

32. Use of Corporate Opt-Out

You acknowledge and agree that You are not a consumer or Microenterprise and that You will use and procure that Account Users only use Cards or Accounts solely for business purposes. You agree that, to the fullest extent permitted by applicable law, any provisions of law that may otherwise be deemed applicable to this Agreement but that may be disapplied or applied differently to non-consumers will be so disapplied or applied differently. This includes, without limitation, the whole of Part 6 of the PSRs (Information Requirements for Payment Services) and all the provisions referred to in Part 7, Regulation 63(5) PSRs (Rights and Obligations in relation to the Provision of Payment Services) which You agree are disapplied to the fullest extent permitted by the PSRs and replaced by the provisions of this Agreement. As a result, the provisions of the PSRs which provide protection to consumers and Microenterprises in relation to matters including charges that can be applied for use of a payment service, protections in respect of unauthorised transactions, refunds for certain payments, revocation of payment orders and the failed or defective execution of payment transactions will not apply to You.

33. 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 and Wales.

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. For the avoidance of doubt, where You have liability under this Agreement, we may conduct collection proceedings in any jurisdiction in which You or a Cardmember, may be present or resident.

34. Taxes, Duties and Exchange Control

a. You are responsible for ensuring compliance with all exchange control regulations and other applicable laws and regulations if they apply to any use of a Card or Account or any transactions between us and You under this Agreement.

b. You must pay any government tax, duty or other amount imposed by applicable law in respect of any Charge or use of any Card or Account.

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35. Complaints

a. At American Express we do everything we can to ensure our customers get the best possible service. We do recognise, however, that we may not always get it right. When that happens we encourage You to please tell us so that we can put matters right.
b. If You are not satisfied with any aspect of our services, You can tell us about your concerns or make a complaint by contacting your relationship manager or, alternatively, by writing to us at American Express, Department 66, 1 John Street, Brighton BN88 1NH. Details of our internal complaints handling procedures are available on request.
c. We do not use any third party dispute resolution service to resolve complaints made under this Agreement. All complaints will be dealt with in accordance with our internal complaints handling procedures and You will receive a final response from us confirming our response to your complaint.

36. Miscellaneous

a. This Agreement replaces all prior terms and conditions with regard to the respective Programme subject to the "Changes to This Agreement" section of this Agreement (Section A, clause 31).
b. If there is an inconsistency between the General Terms and the Specific Terms, then the Specific Terms will apply.
c. Any provision of this Agreement which is expressly or implicitly intended to survive termination shall do so and continue in full force and effect.

B. SPECIFIC TERMS

I. Corporate Card

1. Establishment of Accounts and Card Issuance

a. You must provide us with details of all proposed Cardmembers. We may consider any individual notified to us by a Programme Administrator as approved by You to hold and use a Corporate Card.
b. You must ensure that a Cardmember Application Form is completed and any application procedures notified by us are followed by each proposed Cardmember. You must provide each Cardmember with a copy of the current Cardmember Terms and any related material provided by us when completing the Cardmember Application Form and ask them to retain these for their records.
c. Corporate Cards issued on your Account may be equipped to enable contactless payments. Contactless payments enable Cardmembers to incur Charges simply by holding the Corporate Card against a card reader without having the Corporate Card swiped or imprinted. We may deactivate contactless payments at any time.
d. We may permit Cardmembers to use mobile or other digital wallet technology (provided by a third party or by any of our Affiliates) to request Charges. Use of the digital wallet technology may be subject to further terms of use, but this Agreement still applies to any Charges Cardmembers request using such technology.

2. Use of Cards and Accounts

a. The Cardmember is the only person entitled to use the Corporate Card bearing his or her name and the corresponding Cardmember Account and Codes.
b. Upon request and exclusively for the purpose of the operation by us of the respective Programme(s), You must provide us with all information as we may reasonably request from time to time in relation to a Cardmember, including, without limitation, his or her address. You must co-operate with us in any investigation concerning the use of the Corporate Card and the collection of Charges from Corporate Card Cardmembers. This provision will continue in force after the Corporate Card is cancelled and after this Agreement is terminated.
c. The Express Cash service allows Cardmembers to withdraw cash from ATMs displaying the American Express logo. You may enrol a Cardmember into our Express Cash service, Cash Advance facility, cash facility, or any other form of cash withdrawal for all Cards under your Account at any time, however participation is subject to your absolute discretion and may be governed by the terms of an activation form to be signed by the Cardmember and You. At all times You will be solely liable to us for such Charges regardless of the liability type otherwise applicable under the "Liability for Charges" sections of this Agreement (Section A, clause 4 and Section B I. clause 3(a) (for the Corporate Card)).
d. You may ask us to block the Cash Advance facility, cash facility, Express Cash or any other form of cash withdrawal for all Cards under an Account at any time. If You do, Cardmembers will not be able to withdraw cash using the Card.

3. Liability for Charges

a. You and/or the Cardmember are liable to us for all Charges in accordance with the liability option that is identified in the Programme Application Form or that You have otherwise agreed with us in writing. Subject to the "Unauthorised Charges/Lost and Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, clause 10) and the "Liability for Unauthorised Charges" section of this Agreement (Section A, clause 11), the liability options are:
   i) "**Full Corporate Liability**" means You shall be fully liable to us for all Charges;
   ii) "**Combined Liability**" means You and the Cardmember shall be jointly and severally liable for all Charges incurred by the Cardmember; provided, however, that You shall not be liable for Charges (a) incurred by the Cardmember that are personal in nature and which did not accrue a benefit to You or (b) for which You have reimbursed the Cardmember; and
   iii) "**Individual Liability**" means that, except as otherwise expressly provided in this Agreement, the Cardmember is liable to us for all Charges.

   These liability options are also described in the Cardmember Terms.
b. Where this Agreement or any Cardmember Agreement makes reference to Cash Advance, cash facility, Express Cash or any other form of cash withdrawal, You are solely liable to us for all cash withdrawn and will assume full liability for any such Charges, irrespective of the liability type stated in the Cardmember Application.
c. In the case of "Combined Liability", the burden of proof shall be on You to prove You are not liable for Charges through the provision of reasonable and adequate evidence that shows either: (i) Charges incurred by the Cardmember are personal in nature and did not accrue a benefit to You; or (ii) You have reimbursed the Cardmember.
d. In respect of all types of liability, You must:
   i) instruct Cardmembers to submit their expense reports covering Corporate Card transactions promptly to You and in any event at least once a month;
   ii) reimburse Cardmembers promptly for all Charges Cardmembers have paid directly to us;
   iii) instruct Cardmembers that the Corporate Card is issued solely for use in accordance with the purposes permitted in the "Use of Cards and Accounts" sections of this Agreement (Section A, clause 2, Section B I. clause 2) and must not be used for the purposes set out in the "Prohibited Uses" section of this Agreement (Section A, clause 3). You must promptly report any misuse of the Corporate Card to us or instruct the Cardmember to do so; and

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iv) provide all reasonable assistance upon our request in collecting any overdue payment from a Cardmember.

4. Card Fees and Other Charges

a. All fees and Charges that apply to the Corporate Card Programme and may appear as Charges are set out in the Cardmember Terms and applied directly to each Cardmember Account, for example (and by way of illustration only) annual fees and late payment fees. These do not include fees and Charges that may be agreed and applicable between us and You or any Cardmember outside the scope of this Agreement or the Cardmember Terms.

b. Late payment fees apply in the event of a delay in payment of Charges without any further prior notice of default being required. Late payment fees are also set out in the Cardmember Terms. For the avoidance of doubt, You are liable to us for payment of late payment fees as You are for any other Charges in accordance with Section B I. clause 3 of this Agreement (and the agreed liability option for the Corporate Card Programme).

c. A Statement copy fee of US$4/€3 plus VAT may be payable for a request of any paper Statement copies.

d. The Cash Advance fee of US$/€10 or 4% (whichever is the greater) of the amount of any cash requested by a Cardmember is payable solely by You under the terms of this Agreement. This fee will however be billed to the Cardmember, along with the other Charges, and paid for by the Cardmember with a view to reclaiming it from You. A fee may also be charged by the provider of any ATM used in obtaining cash.

e. We may, at our sole discretion, charge late payment fees, monthly in arrears, to You directly for any overdue amounts payable to us by You under this Agreement at the following rates without any further prior notice of default being required:
   i) 2% or US$/€10 (whichever is higher) on all amounts still owed after thirty (30) days from the Statement date;
   ii) 2.5% or US$/€25 (whichever is higher) to be charged on all amounts still owed after sixty (60) days from the Statement date; and
   iii) if a Cardmember Account or any amount owed by You to us under this Agreement is referred to third party collectors (which may be a firm of solicitors), an appropriate file referral fee may be added to the then outstanding sum.

f. We may charge either the Cardmember Account or You directly the greater of US$/€15 or the full costs incurred by us in respect of any cheque, direct debit or other method for paying us any amount under this Agreement which is not honoured in its full amount and, if applicable, the costs of any third party collector (which may be a firm of solicitors) engaged by us in order to obtain any amount due to us from You or the Cardmember under this Agreement.

5. Statements and Queries

a. We will normally provide a summary of all sums due in respect of the Corporate Card through the Online Service. We may however make available such summary by alternative means.

b. You must notify us immediately of any change to your or any Cardmember's contact details. We are not responsible for expenses or extra cost (penalty interests, collection fees) or any other damages to You or a Cardmember if we have not been notified of any changes. Unless we agree otherwise with You in writing, and except where Cardmember Accounts are centrally billed and settled with You Statements will be provided to Cardmembers through the Online Statement Service only. Cardmembers will automatically be enrolled in the Online Statement Service through a secure internet site which must be used by Cardmembers in accordance with the Cardmember Terms. If Statements are only provided to You, You agree to provide a copy of the relevant Statement in a durable medium to the Cardmember promptly on request.

c. If a Cardmember raises a dispute in respect of any unauthorised or incorrectly executed Charges or credits missing on the Statement later than one (1) month after the Statement date, we reserve the right at our sole discretion to charge You directly for any credits that we are required by applicable law to apply to a Corporate Card Cardmember Account, regardless of the liability option.

6. Payments

Payments are due on the date set out on your Statement, which is usually twenty-five (25) days after the relevant billing period ends.

II. Corporate Purchasing Card and Corporate Purchasing Account

1. Use of Cards and Accounts

a. You are the user of the Corporate Purchasing Card and Corporate Purchasing Account Programme(s) and all related Corporate Purchasing Cards and Card Accounts. Only Authorised Users are permitted to use Corporate Purchasing Cards and Card Accounts on your behalf. You are liable for all use or misuse of Corporate Purchasing Cards and Card Accounts by Programme Administrators and Authorised Users including any breach of the terms of this Agreement.

b. When an Authorised User presents a Corporate Purchasing Card to a Merchant and authorises a purchase by entering the relevant Code or by signing for a transaction, You will be deemed to agree that the Card Account will be debited for payment. For online, telephone or mail order or other means of placing orders where the Card is not physically present with the Merchant, You will be deemed to agree to the transaction when an Authorised User provides a Corporate Purchasing Card number and related Corporate Purchasing Card and Card Account details, uses any other authentication method specified by us from time to time, and follows the Merchant's instructions for processing payment.

c. Examples for reasonable controls, measures and functionalities pursuant to the "Use of Cards and Accounts" section (Section A. clause 2 (c)) to prevent and control misuse of Corporate Purchasing Cards and Card Accounts include but are not limited to:
   i) restricting Corporate Purchasing Card and Card Account usage only to Merchants who specifically accept Corporate Purchasing Cards and Card Accounts and, in respect of Merchants who also accept other Cards, requesting those Merchants to submit Charges with the line item detail corresponding to Corporate Purchasing Card and Card Account transactions;
   ii) taking measures to restrict the Merchants with whom Corporate Purchasing Cards and Card Accounts can be used;
   iii) establishing limits on maximum Corporate Purchasing Card and Card Account transaction amounts per month and per transaction; and
   iv) utilising any Online Service we make available to monitor Corporate Purchasing Card and Card Account usage and manage the Programme.

d. Card Accounts are ineligible for enrolment in the Membership Rewards® Programme.

e. We may revoke the Authorised User's authority to use a Corporate Purchasing Card and Card Account at any time at our sole discretion. We may list cancelled Corporate Purchasing Cards and Card Accounts in a cancellation bulletin for Merchants or otherwise inform Merchants of such cancellations.

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2. Spending Limits

For Corporate Purchasing Card the following provisions apply:

a. We may, at your request, enable a Corporate Purchasing Card to have a defined expense functionality (a **"Defined Expense Functionality"**). In such circumstances, You may request a spending limit for the Defined Expense Functionality. At our absolute discretion, we may agree the spending limit and permit an Authorised User to incur Charges up to and including the spending limit or until the Defined Expense Functionality expires (whichever occurs earliest). You will be liable to us for settlement of all Charges. You must ensure that the Authorised User reconciles any Statement with You in accordance with the instructions, protocols, policies and procedures You issue to the Authorised User. Following settlement of any Statement, the spending limit will not refresh and the available balance to spend will decrease until the spending limit has a balance of zero or until the Defined Expense Functionality expires (whichever occurs earliest).

For Corporate Purchasing Card the following provisions apply:

b. The Defined Expense Functionality shall be valid for the period (between three and thirty-six months) specified on the Authorised User Form and agreed by us. Upon the spending limit having a balance of zero or the expiry date (as set out in Section B II. clause 2 (a) above) being reached (whichever occurs earliest) the Defined Expense Functionality shall expire and such functionality shall not be issued on that Card Account again.

3. Fees and Other Charges

a. We may charge late payment fees on any overdue balance, monthly in arrears, at the following rate without any further prior notice of default being required:
   i) at thirty (30) days from the Statement date, and every thirty (30) days thereafter, a sum equal to the greater of either (A) 2% of all outstanding sums which are then overdue, plus €20; or (B) €30;
   ii) if any overdue amounts are referred to third party collectors (which may be a firm of solicitors), an appropriate file referral fee may be added to the then outstanding sum.

b. If any overdue amounts remain outstanding at sixty (60) days or more from the Statement date, we may, at our sole discretion, suspend or cancel the relevant Card Account. In the event of the cancellation of any Card Account, a fee of €110 per Card Account may be applied to have the Card Account re-instated.

c. We may charge any Card Account our full costs incurred in respect of any cheque sent to us for payment of the Card Account or any direct debit which is not honoured in its full amount. In addition, we may charge a fee of €20 per Card or Card Account for any direct debit payment that relates to any Card Account but that is not honoured in its full amount.

4. Statements and Queries

a. We will provide or make available a Statement to You at the end of each billing period.

b. If enabled by the Merchant, we will make available VAT invoice data as supplied by the Merchant in a monthly consolidated invoice for purchases charged to Card Accounts. It is your sole responsibility to use this information in compliance with your VAT and other tax and legal obligations. We will not be responsible to You for any information provided by a Merchant.

5. Compromises to Accounts

You must take adequate precautions to ensure that only Authorised Users use Corporate Purchasing Cards and Card Accounts, including for example, monitoring usage of the Corporate Purchasing Card and Card Account.

6. Payment

Payments are due on the date set out on your Statement, which is usually fourteen (14) days after the relevant billing period ends.

III. vPayment

1. Establishment of Accounts and Card Issuance

a. You are the user of the vPayment Account and are liable for all use or misuse of such vPayment Accounts by Programme Administrators, employees or other persons with actual or ostensible authority to make or initiate a vPayment transaction for purchases on your behalf, including any breach of the terms of the Agreement.

b. You must use the vPayment System and the vPayment Connectivity Programme in accordance with this Agreement.

c. You may, following written request, use the Pre-Authorisation System. Additional information and conditions regarding the Pre-Authorisation System are included in the Pre-Authorisation System user guide which will be provided to You before use of the system.

2. Use of Cards and Accounts

a. You will be deemed to agree to and authorise a vPayment transaction when You provide a vPayment Transaction Number and related vPayment Account details and follow the Merchant's instructions for processing payment and use any other authentication method specified by us from time to time.

b. vPayment Accounts are ineligible for enrolment in the Membership Rewards Programme.

c. Examples of reasonable controls, measures and functionalities pursuant to the "Use of Cards and Accounts" section of this Agreement (Section A, clause 2(c)) to prevent and control misuse of vPayment Accounts include but are not limited to:
   i) taking measures to restrict the Merchants with whom vPayment Accounts can be used;
   ii) establishing limits on maximum transaction amounts per month and per transaction that an Account User may request; and
   iii) utilising any Online Service we make available to monitor vPayment Account usage and manage your use of the Programme.

3. Account Performance

a. You agree to designate Programme Administrator(s) to actively manage vPayment Accounts on your behalf. The Programme Administrator(s)' responsibilities shall include:
   i) using the Online Service to maintain the Account and access reports;
   ii) promoting awareness and use of an Online Service;
   iii) initiate new implementation requests for additional Card Pools to be established; and
   iv) add, modify and/or delete a pre-authorisation record.

b. We recommend that You regularly audit your expense management programme to ensure compliance with your policies and procedures. We will not be responsible for any fraud or misfeasance engaged in by Account Users.

4. Fees and Other Charges

a. We may charge late payment fees on any overdue balance, monthly in arrears, at the following rate (fees will be charged in the Billing Currency):
   i) at thirty (30) days from the Statement date, and every thirty (30) days thereafter, a sum equal to the greater of either (A) 2% of all outstanding sums which are then overdue, plus US$25/€20; or (B) US$40/€30; and

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ii) if any overdue amounts are referred to third party collectors (which may be a firm of solicitors), an appropriate file referral fee may be added to the then outstanding sum.

b. If any overdue amounts remain outstanding at sixty (60) days or more from the Statement date, we may, at our sole discretion, suspend or cancel the relevant vPayment Account. In the event of the cancellation of any vPayment Account, a fee of US$150/€110 per Card Pool may be applied to have the vPayment Account re-instated.

c. We may charge any vPayment Account with our full costs incurred in respect of any cheque sent to us for payment of the vPayment Account and any direct debit which is not honoured in its full amount. In addition, we may charge a fee of US$25/€20 per vPayment Account for any direct debit payment that relates to any vPayment Account that is not honoured in its full amount.

5. Statements and Queries

a. We will provide or make available a corresponding Statement to You at the end of each billing period.

b. If enabled by the Merchant, we will make available VAT invoice data as supplied by the Merchant in a monthly consolidated invoice for purchases charged to vPayment Accounts. It is your sole responsibility to use this information in compliance with your VAT and other tax and legal obligations. We will not be responsible to You for any information provided by a Merchant.

6. Payment

a. Payments are due on the date set out on your Statement, which is usually fourteen (14) days after the relevant billing period ends.

b. Charges will be billed directly to You and You shall make payment of all Charges in the Billing Currency of the relevant vPayment Account.

7. vPayment Facilitator/Travel Services Provider

a. If You elect to use a third party to act as Your agent to facilitate Your use of and reporting for the vPayment Account (**"vPayment Facilitator"**) in coordination with the Travel Services Provider (as defined in this clause 7), as applicable, You agree to provide Us with any authorisation-related documentation for such vPayment Facilitator and Travel Services Provider, as applicable, or a vPayment Authorisation Form (a copy of which may be provided to you upon request) and executed by Your authorised signatory. Upon receipt of the authorisation and approval by Us of such vPayment Facilitator and Travel Services Provider, as applicable, We agree to work with the vPayment Facilitator in coordination with the Travel Services Provider, as applicable, to implement the vPayment Account on Your behalf solely in accordance with the terms of this Agreement. You acknowledge and agree that the vPayment Facilitator and Travel Services Provider, as applicable, are Your agent(s) acting on Your behalf at your request and that You are liable for all transactions initiated or Charges made by the vPayment Facilitator and Travel Services Provider, as applicable, using the vPayment Account. You acknowledge and agree that, to the extent permitted by applicable law, We are not responsible for any negligence, fraud or willful misconduct of either or both the Travel Services Provider, as applicable, or the vPayment Facilitator and/or its/their employees, subcontractors or agents in connection with the accessing or using the vPayment Account. This authorisation may be revoked by You by written notice to Us. You shall be liable for any action taken by the vPayment Facilitator or Travel Services Provider, as applicable, prior to the effective date of such revocation.

b. For the purposes of this clause 7 only, the **"Travel Services Provider"** means a third party services provider with whom You have entered into one or more agreements pursuant to which, among other things, the Travel Services Provider will provide services that require access to, the use of, the vPayment Account(s), including providing reporting for the vPayment Account. For the avoidance of doubt, for the purposes of this clause 7 only, the definition of Travel Services Provider specified in Schedule 1 is replaced with the above definition.

IV. Business Travel Account and Travel Manager Lodge Account

1. Establishment of Accounts and Card Issuance

a. You are the user of the Business Travel Account/Travel Manager Lodge Account and are liable for all use or misuse of such Business Travel Accounts/Travel Manager Lodge Accounts by Authorised Approvers, Travel Users, Programme Administrators, employees or other persons with actual or ostensible authority to make or initiate a Business Travel Account/Travel Manager Lodge Account transaction for purchases on your behalf, including any breach of the terms of the Agreement.

b. Each Authorised Approver must be authorised by You and be able to carry out all terms of this Agreement applicable to the Business Travel Account/Travel Manager Lodge Account and to approve Charges on your behalf. You are responsible for selecting Authorised Approvers and notifying Travel Booking Providers of any changes or updates to Authorised Approver Schedules. We reserve the right at our sole discretion to refuse any request for set-up and use of a Business Travel Account/Travel Manager Lodge Account by a prospective Authorised Approver and to terminate any Authorised Approver's authority without notice to You.

c. You must tell us immediately if You suspect that a Business Travel Account/ Travel Manager Lodge Account is being used by someone who is not an Authorised Approver or otherwise without your authorisation.

d. You must immediately inform the Travel Booking Provider of any revocation of authority granted to an Authorised Approver for use of the Business Travel Account/Travel Manager Lodge Account, and work together with the Travel Booking Provider to ensure that former Authorised Approvers no longer have the ability to make Charges and that any user accounts set up by the Travel Booking Provider for such persons are deleted.

e. We have the right to inform the Travel Booking Provider about the cancellation of the Business Travel Account/Travel Manager Lodge Account.

2. Use of Cards and Accounts

a. Business Travel Accounts/Travel Manager Lodge Accounts may only be used by Authorised Approvers to pay for Travel Arrangements made with the Travel Booking Provider for Travel Users. Charges on a Business Travel Account/Travel Manager Lodge Account must not be incurred with any other travel agent, travel management company or other provider of travel booking services including any reservation site accepting American Express Cards. If such Charges are incurred, You will still be liable for the Charges, subject to the "Liability for Unauthorised Charges" section of this Agreement (Section A, clause 11).

b. We reserve the right to refuse any application for set-up and use of Business Travel Accounts/Travel Manager Lodge Accounts, and to refuse transactions with a prospective Travel Booking Provider that is not certified by us to participate in the Business Travel Account/Travel Manager Lodge Account Programme. Certification of prospective Travel Booking Providers is at our sole discretion. We will make available a list of Travel Booking Providers to You upon request.

c. You must provide the Business Travel Account/Travel Manager Lodge Account number to the Travel Booking Provider to pay for Travel Arrangements.

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d. When an Authorised Approver books Travel Arrangements on a Business Travel Account/Travel Manager Lodge Account with a Travel Booking Provider, You shall be deemed to agree that the Business Travel Account/Travel Manager Lodge Account will be debited for payment and to authorise the Charge.

e. Examples of reasonable controls, measures and functionalities pursuant to the "Use of Cards and Accounts" section of this Agreement (Section A, clause 2(c)) to prevent and control misuse of Business Travel Accounts/Travel Manager Lodge Accounts include but are not limited to:

i) providing to a Travel Booking Provider in writing from an Authorised Approver an updated list of Travel Users whose Travel Arrangements are approved for booking on an Account within clearly defined parameters, which list may be amended immediately upon notice to the Travel Booking Provider;

ii) providing to a Travel Booking Provider clearly defined pre-approval of a booking on Business Travel Account/Travel Manager Lodge Account in writing from an Authorised Approver;

iii) ensuring that user IDs and passwords for online tools for booking Travel Arrangements are provided by an Authorised Approver only to Travel Users whose Travel Arrangements are approved or pre-approved by an Authorised Approver for booking on the Business Travel Account/Travel Manager Lodge Account which is accessed by such user ID and password and that technical parameters for the use of such user IDs and passwords are set in a manner that ensure that only Travel Arrangements which are approved or preapproved by an Authorised Approver may be booked on such Business Travel Account/Travel Manager Lodge Account;

iv) providing updated Authorised Approver Schedules to Travel Booking Providers which may be amended immediately upon notice to the Travel Booking Provider;

v) establishing limits on maximum transaction amounts;

vi) utilising any Online Service we make available to monitor Account usage and manage the Programme; and

vii) making arrangements for immediate deletion of any user accounts of former Authorised Approvers established by the Travel Booking Provider or You for the purpose of using the Business Travel Account/ Travel Manager Lodge Account to make reservations, as soon as the right to charge the Business Travel Account/Travel Manager Lodge Account has been revoked.

f. You must not use a Business Travel Account/Travel Manager Lodge Account to obtain cash.

3. Fees and Other Charges

Business Travel Account fees only

a. We may charge You a late payment fee equal to 2% of all outstanding sums which are unpaid twenty-nine (29) days from the Statement date with effect from that date and every thirty (30) days thereafter for so long as they remain outstanding without any further prior notice of default being required.

Travel Manager Account fees and other Travel Manager Account Charges only

b. We may, at our sole discretion, charge late payment fees, monthly in arrears, to You directly for any overdue amounts payable to us by You under this Agreement at the following rates without any further prior notice of default being required:

i) 2% or US$/€10 (whichever is higher) on all amounts still owed after thirty (30) days from the Statement date;

ii) 2.5% or US$/€25 (whichever is higher) to be charged on all amounts still owed after sixty (60) days from the Statement date; and

iii) if a Cardmember Account or any amount owed by You to us under this Agreement is referred to third party collectors (which may be a firm of solicitors), an appropriate file referral fee may be added to the then outstanding sum.

c. We may charge You our full costs incurred in respect of any cheque sent to us by You or your representative that is not honoured for its full amount and in respect of any referral of any amount outstanding on any Business Travel Account/Travel Manager Lodge Account to a third party collector (which may be a firm of solicitors).

4. Statements and Queries

You will automatically be enrolled in the Online Service. The terms of use for the Online Service are set out in the "Use of Online Service" section of this Agreement (Section A, clause 14).

5. Payment

Payments are due on the date set out on your Statement, which is usually twenty eight (28) days after the relevant billing period ends.

6. No Liability for Travel Services

We are neither a broker of travel services nor a tour operator. We are excluded from liability for performance or non-performance of travel services.

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Schedule 1

Definitions

"Account" means the account issued by us to You or the Account User (as applicable) for the purpose of executing, recording and tracking Charges made using such Card including:

i) each Cardmember Account for the American Express International Dollar or Euro Corporate Card;
ii) each Card Account for the American Express International Euro Corporate Purchasing Card and Corporate Purchasing Account Programme;
iii) the American Express International Euro Business Travel Account;
iv) the American Express International Currency Travel Manager Lodge Account; and
v) the American Express International Euro vPayment Account.

"Account Limit" means a limit applied to the Master Account or the aggregate of all or a subset of Accounts You have with us, being the maximum amount that can be outstanding at any time on the Master Account and/or such Accounts.

"Account User" means any person authorised by You in accordance with the terms of this Agreement to incur Charges on an Account.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

"Agreement" means the General Terms set out in Section A which apply to all Programme(s) in which You participate (**"General Terms"**), Specific Terms set out in Section B which apply to the specific Programme(s) in which You participate (**"Specific Terms"**), any Application Forms completed by You for any Programme, the Cardmember Terms (for Corporate Card only), the Corporate Purchasing Card/Corporate Purchasing Account Terms of Use (for Corporate Purchasing Card and Corporate Purchasing Account only), Insurance terms and conditions (if applicable) and any other terms we notify You of from time to time.

"American Express Exchange Rate" is defined in Section A, clause 15.

"Application Forms" means the Programme Application Form(s), Cardmember Application Form(s), the Authorised User Form(s) and any other application forms that we may introduce from time to time.

"Authorised Approver" means each person named on the Authorised Approver Schedule as being authorised to approve transactions on the Business Travel Account/Travel Manager Lodge Account for You and includes any person otherwise authorised by You to approve transactions on the Business Travel Account/Travel Manager Lodge Account.

"Authorised Approver Schedule" means a written schedule of Authorised Approvers provided by You to Travel Booking Providers.

"Authorised User" means You or such director(s), employee(s) or other representative(s) with actual or apparent authority to use a Corporate Purchasing Card and/or a Corporate Purchasing Account on your behalf. We may consider as an Authorised User any person to whom You disclose Corporate Purchasing Card or Corporate Purchasing Account details thereby enabling purchases to be made with the Corporate Purchasing Card or Corporate Purchasing Account. In the case of a Corporate Purchasing Card or a Corporate Purchasing Account issued in the name of an individual, the named individual will be the Authorised User.

"Authorised User Form" means the form with which You request the issuance of a Corporate Purchasing Card or Corporate Purchasing Account and by completion and signing of which You authorise an individual to use the Corporate Purchasing Card or Corporate Purchasing Account on your behalf. The Authorised User Form contains the Corporate Purchasing Card/Corporate Purchasing Account Terms of Use and must be countersigned by such individual to acknowledge your authorisation.

"Billing Currency" means the currency in which the respective Card was issued.

"Business Travel Account" means the account(s) established under the Master Account for the purpose of executing and recording Charges for the American Express International Euro Business Travel Account Programme.

"Card" means a plastic or virtual card or any other device or procedures for use including:

i) the American Express International Dollar or Euro Corporate Card;
ii) the American Express International Euro Corporate Purchasing Card and/ or Corporate Purchasing Account (which may consist of a device or account number and related procedures for use, irrespective of whether a plastic card is issued); and/or
iii) virtual cards for the American Express International Euro Business Travel Account, American Express International Currency Travel Manager Lodge Account and/or the American Express International Euro vPayment Account.

"Card Account" means the account(s) established under the Master Account for the purpose of executing and recording Charges for a Corporate Purchasing Card and/or Corporate Purchasing Account.

"Card Pool" means the dynamic volume of vPayment Transaction Numbers allocated to You.

"**Cardmember**" means the person named on a Corporate Card.

"**Cardmember Account**" means the account established by us for a Cardmember for the purpose of executing and recording Charges.

"**Cardmember Application Form**" means the application form to be completed and signed by a Cardmember and authorised by the Programme Administrator or other person authorised to approve such application on your behalf.

"**Cardmember Terms**" means the Cardmember terms and conditions to be entered into by Cardmembers for the Corporate Card Programme.

"**Cash Advance**" means the withdrawal of cash in any currency through a range of methods made available or may be made available including Express Cash and any other cash products as agreed separately with us.

"Charge(s)" means all Card transactions and other amounts charged to an Account, via the Card or otherwise including a Cash Advance, all Card fees, Account fees, including renewal fees, late payment fees and associated costs, and all others fees, charges or costs You have agreed to pay us or are liable for under this Agreement or which are due to us under the Cardmember Terms for the Corporate Card Programme.

"Code(s)" means each of a Personal Identification Number (PIN), telephone code(s), on-line password(s) and any other code(s) or authentication method established for use with a Corporate Card, issued to an Authorised User for use of the Corporate Purchasing Card and/or Corporate Purchasing Account and also used to gain access to Account information (including the @Work and BTA Connect Account tools), as specified by us from time to time.

"Combined Liability" is defined in Section B I. clause 3 (a).

"Communications" means Statements, servicing messages, notices (which include changes to this Agreement), disclosures, Account alerts, important messages, changes to this Agreement and other communications to You or Account Users in connection with any Programme(s) in which You participate.

"**Corporate Card**" means the American Express International Dollar or Euro Corporate Card issued to a Cardmember following completion of a Cardmember Application Form signed by the Cardmember and authorised by the Programme Administrator or other person authorised to approve such application on your behalf.

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"Corporate Purchasing Card" or **"Corporate Purchasing Account"** means an American Express International Euro Corporate Purchasing Card or the American Express International Euro Corporate Purchasing Account respectively associated to the corresponding Card Account and created at your request for use by an Authorised User. Corporate Purchasing Cards are issued in an individual Authorised User's name. Corporate Purchasing Accounts may or may not be issued in an individual Authorised User's name. In the event that a Corporate Purchasing Account is not issued in an Authorised User's name, the person designated in the Authorised User Form as having authority to sign for a Card Account and the designated manager executing the same form will be deemed as Authorised Users.

"Corporate Purchasing Card/Corporate Purchasing Account Terms of Use" means the terms of use of the Corporate Purchasing Card and Corporate Purchasing Account which form part of the Authorised User Form and this Agreement.

"Defined Expense Functionality" is defined in Section B II. clause 2.

"General Terms" is defined in the definition of "Agreement" in this Schedule.

"**Individual Liability**" is defined in Section B I. clause 3 (a)(iii).

"Items for Resale" is defined in Section A, clause 2.

"Master Account" means the control account established by us and under which we will issue Cards and Accounts to record your and our payment obligations to each other under this Agreement, including without limitation your obligation to pay Charges. The Master Account is distinct from Accounts and cannot be used to pay for goods and services at a Merchant.

"Merchant" means a company, firm or other organisation accepting either all Cards as a means of payment for goods and/or services or at least one type of Card for business to business transactions.

"Microenterprise" has the meaning given in Article 1 and Article 2(1) and (3) of the Annex to Recommendation 2003/361/EC, as amended from time to time.

"Online Service" means any internet-based tools, applications, software programs, systems and/or services (including the Online Statement Service) which we may make available to You or your representatives to incur and/or review Charges, to connect your systems to the relevant Programme systems (if applicable), add new Cardmembers, Programme Administrators or Authorised Users, and send or receive data relevant to the Programme(s) in which You participate.

"Online Service User" is defined in Section A, clause 14(a).

"**Online Statement Service**" means the internet-based service that we make available to Cardmembers to obtain or review their Statements.

"Pre-Authorisation System" means the process by which control parameters and enhanced data are incorporated into a vPayment Account prior to a vPayment transaction being authorised by a Merchant.

"Programme" is defined in the pre-amble of this Agreement.

"Programme Administrator" means an administrator for the Programme nominated by You on the relevant Application Form or as notified to us in writing from time to time, who shall have the authority to act on your behalf in administering all aspects of the Programme, including nomination and approval of further Programme Administrators, and the establishment and modification of restrictions on the use of the Account by individual Account Users.

"Programme Application Form" means the application form(s) for each Programme completed and signed by a person authorised to act for You for the purpose of establishing the Master Account and issuing Cards and Accounts under the Master Account for your/Account User's use in accordance with this Agreement.

"PSRs" means the Payment Services Regulations 2017 (SI 2017/752) as may be amended, consolidated, re-enacted or replaced from time to time.

"Recurring Charges" means where You or an Account User allow a Merchant or Travel Booking Provider (in the case of the Business Travel Account/Travel Manager Lodge Account Programme) to bill an Account for a specified or unspecified amount, at regular or irregular intervals for goods or services;

"Replacement Card" means any renewal or replacement of a Card.

"Security Information" means the user identification assigned to individual Online Service Users by us or selected by the Online Service User in the enrolment process for a particular Online Service, the password associated therewith for use of the Online Service and any other authentication method specified by us from time to time.

"Specific Terms" is defined in the definition of "Agreement" in this Schedule.

"Statement" means a summary of charges on an Account detailing transactions, Account balance and other relevant Account information (total amount payable to us in respect of Charges) during the relevant billing period.

"Transfer" is defined in Section A, clause 29.

"Travel Arrangements" means tickets for travel and booking services provided to Travel Users by Travel Service Providers and services provided to You or Travel Users directly by the Travel Booking Provider.

"Travel Booking Provider" means a travel agent, travel management company or other provider of travel booking services or associated online reservation portal which are designated on the Business Travel Account/Travel Manager Lodge Account Application Form, and certified and approved by us for participation in the Business Travel Account/Travel Manager Lodge Account.

"Travel Manager Lodge Account" means the account(s) established under the Master Account for the purpose of executing and recording Charges for the American Express International Currency Travel Manager Lodge Account Programme.

"Travel Service Provider" means, save as provided in Section B III. clause 7(b), a provider of Travel Arrangements purchased through or directly from a Travel Booking Provider.

"Travel User" means a director, your employee or contractor, or any other persons, for whom Travel Arrangements are purchased on a Business Travel Account/Travel Manager Lodge Account.

"vPayment Connectivity Program" means the software program provided by us to You to connect your system to the vPayment System.

"vPayment Facilitator" is defined in Section B III. clause 7(a).

"vPayment Transaction Number" means a Card number generated by the vPayment System for use as payment for goods and/or services at a Merchant.

"vPayment System" means the technical infrastructure on which the vPayment Account is operated by us.

"We", "our" and **"us"** means American Express Services Europe Limited a company registered in England and Wales under registration number 1833139, with its registered address at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom, 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.

"You", "your" means the company or firm whose name and address appear in, and who has executed an Application Form, its successors or assignees.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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Terms and Conditions

Schedule 2

Corporate Purchasing Card and Corporate Purchasing Account Terms of Use

1. Acceptance

This document sets out the terms of use of the Corporate Purchasing Card and Corporate Purchasing Account. Please read it very carefully and keep it for your reference. By submitting an Authorised User Form (or, if earlier, signing or using the Corporate Purchasing Card or Corporate Purchasing Account), You agree to ensure all Authorised Users comply with these Terms of Use. These Terms of Use shall be open ended and form part of our Agreement with You.

2. Definitions

Unless otherwise stated, any definitions used in these Terms of Use shall have the same meanings as those set out in the American Express Corporate Programme International Currency Card Terms and Conditions and in the event of any conflict, these Terms of Use shall prevail.

3. Use of Cards/Codes

a. Only an Authorised User may use the Card. The Authorised User may not permit anyone to use the Card who is not also an Authorised User for that Card or Card Account.

b. We may or may not issue the Card in the name of the Authorised User.

c. We may agree with You to restrict the Merchants where the Card or Card Account may be used or to impose limits on use of the Card or Card Account including without limitation, limits on individual Charge amounts, Card or Card Account spend within a specific period, or the total amount of outstanding Charges on the Card or Card Account. You shall procure that the Authorised User consults with the Programme Administrator to find out more about applicable restrictions on the Card or Card Account.

d. When the Authorised User presents a Card to a Merchant and authorises a purchase by either entering the relevant Code or signing for the purchase in relation to the Corporate Purchasing Card, the Authorised User will be deemed to have consented on your behalf that the Card Account will be debited for payment. For online, telephone, mail order, Recurring Charges or other means of placing orders where the Card is not physically present with the Merchant, the Authorised User will be deemed to agree to the transaction on your behalf when the Authorised User provides the Card number and related Card and Card Account details, uses any other authentication method specified by us from time to time, and follows the Merchant's instructions for processing payment. If the amount of the transaction is not specified at the time the Authorised User authorises it, You will remain liable for the full amount of the resulting Charge. Neither You nor the Authorised User can cancel authorised Charges.

4. Permitted Uses

a. You shall instruct the Authorised User to comply with these Terms of Use and with your instructions, policies and procedures when using the Card. You may have separate policies and procedures that You should ensure that the Authorised User is aware of when using the Card and the Card Account. Your policies and procedures may hold the Authorised User accountable for use or misuse of the Card, including fraudulent use of the Card, failure to take reasonable care of the Card, Codes, Card Account and Card details. You shall procure that the Authorised User consults with the Programme Administrator for the Card Account to find out more about your policies and procedures.

b. You shall procure that the Authorised User uses the Card for purchases of goods and/or services for the running of your day-to-day business only and that the Authorised User does not use the Card to purchase items for re-sale.

c. Any termination or expected termination of employment or of any other association of the Authorised User with You and the effective date of such termination has to be notified to the Programme Administrator and us.

5. Statements and Queries

a. You must ensure that the Authorised User notifies us immediately upon becoming aware of any query the Authorised User may have about any Charge or any transaction data in a Statement or any credit missing from it. Neither You nor the Authorised User may raise any claims in respect of unauthorised or incorrectly executed Charges or missing credits in a Statement after a period of one (1) month from the Statement date. If You fail to contest the accuracy of the Statement or the debit entries within such period after the Statement has been made available, claims and objections to the debit entries (such as, for example, demands for reimbursement) shall be excluded. If we request, You must promptly provide or must procure that the Authorised User promptly provides us with written confirmation of the query.

b. You will instruct the Authorised User to keep us up to date with his/her name, e-mail addresses, residential address, postal mailing address and phone numbers. You must procure that the Authorised User notifies us immediately of any change of Authorised User contact details. We are not responsible for expenses or extra cost (penalty interests, collection fees) or any other damages to You, if You have neglected your obligation to inform us of changed information.

c. If we permit You access to Statements via the Online Service and if You have named the Authorised User as someone with access rights, the Authorised User will be assigned a user ID and password (called Security Information). The Security Information is personal and confidential to the Authorised User. You must ensure that the Authorised User keeps the Security Information strictly confidential. You shall instruct the Authorised User not to allow other persons to access the Online Service using the Security Information.

6. Preventing Loss, Theft and Misuse

a. You must ensure that the Authorised User keeps the Card (if issued in physical form), Codes and all Card details safe and confidential. You shall instruct the Authorised User not to share them with third parties except your other employees whom the Authorised User has independently confirmed with You are the Authorised Users for the same Card Account. You must ensure that the Authorised User follows our instructions about using the Card Account, Card and Card details.

b. You shall instruct the Authorised Users to immediately inform the Programme Administrator if the Authorised User has reason to assume that:

i) a Card is lost or stolen;
ii) a Replacement Card has not been received;
iii) a Code becomes known by a third party;
iv) there is suspicion that a Card or Card Account is being misused or a transaction is unauthorised; or
v) there is suspicion that a transaction has been processed incorrectly.

c. If a lost or stolen Card (if issued in physical form) is subsequently retrieved, or if we renew a Card with a new Card on the same Card Account, the Authorised User may not use the lost, stolen or expired Card. The Replacement Card must be used instead. You must ensure that the Authorised User reports the retrieval of the Card immediately to us, and must cut the retrieved Card in two or otherwise destroy it.

d. You must ensure that the Authorised User gives us all the information in possession of the Authorised User as to the circumstances of any loss, theft or misuse of the Card. We may disclose to relevant investigation services any information relevant to any investigation.

7. Cash Advances

The Card or Card Account cannot be used to obtain or withdraw cash.

8. No Enrolment in the Membership Rewards Programme

Authorised Users are ineligible for enrolment in the Membership Rewards Programme.

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and is authorised and regulated by the Financial Conduct Authority. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.

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