



American Express® Corporate Card Company Application Singapore

Limited Liability

CORPORATE CARD CONDITIONS OF AGREEMENT – LIMITED LIABILITY

1. Definitions

Within this agreement, please remember that the expressions “we”, “our”, “us” means American Express International Inc. The expressions “you”, “your” means the Company applying for the Account. “Account” or “Accounts” mean your American Express Corporate Card account. “Corporate Card” and “Card” means an American Express Corporate Card issued on your Account. “Company” means the company, firm or organisation whose name appears on this Corporate Card Account Agreement and Set Up Form. “Corporate Card Member” and “Card Member” means an individual to whom a Corporate Card is issued at your request. “Charges” means all amounts charged to an Account, regardless of whether a charge form or other charge authorisation is signed, including purchases of goods and services, cash advances, late payment fees or liquidated damages and any other fees or charges. “Card Member Agreement” means the agreement between us and the Card Member governing use of a Card and liability for charges.

2. Scope of this Agreement

This Agreement sets out the basis on which we shall provide you with the Account.

3. Accounts and Cards

We will issue Corporate Cards on your Account bearing your name and those of your designated employees.

3.1 We reserve the right to:

- require each prospective Corporate Card Member to complete our application for the Card;
- require a minimum income for Corporate Card Members in accordance with our usual risk management criteria;
- carry out credit checks on you and/or Corporate Card Members, subject to applicable legal requirements. This includes, but is not limited, to obtaining credit reports from credit reporting agencies;
- decline to issue, renew or replace a Card to any person;
- cancel or suspend the use of a Card at any time either generally or in relation to a particular transaction.

3.2 We shall renew and replace Cards, subject to 3.1 above, until you or the Card Member directs otherwise.

4. Your Liability For Charges – Limited Liability

The Card Member is liable for all Charges on the Corporate Card, except that you are jointly and severally liable with the Corporate Card Member for: (1) Charges incurred for business expenses on your behalf and in accordance with your policies but for which you have not reimbursed the Card Member; and (2) Charges incurred on the Card between the termination of the Corporate Card Member's employment and our receipt of notification of such termination from you.

4.1 You are not liable for unauthorised charges on the Account, which means Charges that did not benefit either you or the Corporate Card Member and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card.

4.2 You must notify us as soon as you become aware or have reason to suspect that a Card is lost or stolen or if a Card or your Account is at risk of being misused.

4.3 You agree to provide us with reasonable assistance to collect overdue amounts from Corporate Card Members, including but not limited to details of the Card Member's last known address and telephone number, use of the Card or Account by the Card Member and reimbursement by you of Charges incurred by the Card Member.

4.4 You must notify us immediately if a Corporate Card Member's authority to incur Charges terminates (due to termination of employment or any other reason). You remain jointly and severally liable with the Card Member to pay us for all Charges incurred until we receive notice of such termination from you.

4.5 You will use your best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave your employment for any reason or whose Cards have been cancelled.

5. Financial Provisions/Service Fees

5.1 If service fees are payable during the term of this Agreement, you agree to pay them when we bill them to your Account in accordance with our normal practice.

5.2 All amounts payable under this Agreement are:

- expressed in and are payable in Singapore dollars; and
- exclusive of any applicable GST, which shall be payable in addition to the amount due.

6. Use of Cards and Accounts

6.1 You will only use Corporate Cards and/or the Account for business purposes and in accordance with your applicable company policies. You will instruct all Corporate Card Members to comply with this requirement.

6.2 You will not use the Account or any Corporate Card for the purchase of goods or services which you intend to resell. You warrant that you are the end user of all goods and services charged to your Account(s).

6.3 You will notify us immediately if a Corporate Card Member's employment with you is terminated for any reason or if you expect such termination, and the effective date or expected date of termination.

7. Payment of Charges

7.1 The Card Member shall pay all Charges shown on each monthly Account statement on receipt. We will send you statements for each Account in paper format, unless we agree with you to provide you with electronic statements.

7.2 You shall not deduct or withhold, without our prior approval, any amount shown as due on any Account statement. If you or the Card Member believe any Charge shown on a statement is in error or in dispute with the merchant or seller, you may request, and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed portion of the Charge while we investigate the error or while you seek to resolve the dispute.

7.3 Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of our rights to payment in full.

8. Account Information and Data Protection

Disclosure of Personal Information. You agree that any information provided in the application form, at our request or otherwise collected during the operation of your Account (“Personal Information”) and any data derived from your Personal Information may be disclosed to:

- other companies in the American Express Group or its Licensees worldwide including any party whose name or logo appears on the Card;
- third parties who process transactions submitted by merchants on the American Express network where the Card is used worldwide;
- third parties employed by American Express to provide it with administrative services in connection with the operation of Accounts and marketing of Account services;
- processors and suppliers and to organisations who accept the Card in payment of goods and/or services, in order to administer and service the Account, process and collect charges on it and manage the related benefits or any insurance programmes enrolled by you or your employees, representatives or Card Members (as the case may be);
- the providers of services and benefits associated with the Account;
- consumer credit bureaus, collection agencies and lawyers;
- parties who distribute the Card;
- any other co-branded partner of Amex set out in the Terms and Conditions governing use of the Account;
- banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere;
- anyone to whom we may transfer contractual rights; and
- any other party approved by you or to whom you have given your consent or to whom we consider it in our interests to make such disclosure.

Use of Information. We may use the Personal Information, including in aggregated form or combined with other information for any of the following purposes:

- delivering our products and services to you, including the management and operation of the Account;
- improving our products and services and to conduct research and analysis; and
- managing risks relating to our business, including credit risk, fraud risk and operational risk.

The data may also be used for other purposes for which you give your specific permission, or when required by law, or where permitted under the terms of the Personal Data Protection Act 2012.

We may also use and/or exchange the Personal Information with Master Programme Administrators, Programme Administrators or designated employees for matters relating to the management of the Account, including but not limited to viewing transactions, changing spend limits, cancelling cards and updating information. We may also use and/or exchange Personal Information with any of your related entities and their processors in connection with the Account.

Third Party Consents. Where you provide us with information relating to a third party, or where you purchase goods and/or services on behalf of a third party, you confirm and warrant that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express (and where relevant, other parties) in accordance with this section.

Marketing. We will send marketing information and/or documents to the business contact information provided by you. If you wish to opt-out of receiving marketing information and/or documents via your business contact information, you may do so at any time by calling 1800 732 2566.

Consumer Credit Bureau. We will exchange the Personal Information with consumer credit bureaus and carry out credit checks and other assessments. We may inform the bureaus of the current balance on the Account and the spend limits granted and we may tell them if you do not make payments when due. They will record this information and may share this with other organisations in accordance with their legal powers and obligations.

Electronic or Telephone Communication. If you or your employees, Card Members or representatives (as the case may be) contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. We may also monitor and/or record telephone calls between us to assure the quality of our customer service.

International Transfer of Data. Personal Information may be processed, accessed or disclosed (in accordance with this section) in countries outside Singapore when you or your employees, Card Members or representatives (as the case may be) travel or make foreign purchases and for the purpose of administering the Account. In such cases, we will take appropriate steps to ensure the same level of protection for your information in other countries outside Singapore.

Retention of Information. We keep Personal Information for the purposes described in this section for as long as is appropriate to fulfill our legal obligations in accordance with applicable law.

Access and Correction. You are entitled at any time to request access to information held by us about you or the Account and to update and correct such information. You agree that Amex may impose a modest charge to cover the costs of complying with such requests. Please make such requests in writing to the Data Protection Officer, American Express International, Inc., 1 Marina Boulevard, #22-00, One Marina Boulevard, Singapore 018989.

9. Late Payment Charges

If you do not pay your account in full on receipt of your monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that we may charge you late payment charges as follows:

- If we do not receive full payment of the “Total due” billed on your monthly statement by the date of your next statement, the unpaid balance will be identified on the next statement as the “Overdue” amount.
- Late payment charges of two point five percent (2.5%) or \$40, whichever is greater, will be charged on any Overdue amount which is identified in a statement and will be billed in that statement. The Overdue amount may include any unpaid late payment charges billed on previous statements.

10. Programme Administrator

You agree to designate an employee (“Programme Administrator”) to assist us in operating your Account and Cards. You authorise the Programme Administrator to act on your behalf for all matters relating to this agreement. We are entitled to rely on directions, consent and information from your Programme Administrator.

11. Problems With Goods or Services

11.1 We are not responsible for goods or services purchased with Cards or on your Account and you agree to resolve any disputes concerning such goods or services directly with the seller or service provider. Without limiting the previous sentence, we do not own or operate any provider of travel services, such as airlines, hotels or rental cars, and we are not liable for deficiencies or failures in their services, even where we book such services for you as a travel agent.

11.2 If, at your request, we agree to charge back a seller of goods or services, you agree to indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.

12. Foreign Currency Charges

If we receive a transaction or refund for processing in a currency other than Singapore Dollars (“Foreign Charge”), our currency conversion affiliate, AE Exposure Management Limited (“AEEML”) will convert it into US Dollars first (unless it was submitted to us in US Dollars) and convert it from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant. The exchange rate AEEML uses, which is called the “American Express Exchange Rate”, will be:

- the rate required by applicable law or used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case AEEML will look to be consistent with that custom or convention), or where this doesn't apply;
- based on interbank rates selected from customary industry sources on the business day prior to the processing date.

We will increase the Foreign Charge by a single conversion commission of 2.95%.

The American Express Exchange Rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day.

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

- the refund and Foreign Charge may be processed on different days with different rates;
- the refund may be only a partial refund for the Foreign Charge; or
- where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be given the option to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you decide to do this, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

13. Third Party Software Provider

If, at any time, whether before or after this Agreement comes into effect, we introduce or have introduced any third party software provider to the Company, the Company acknowledges and agrees that we make no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party.

Moreover, the Company acknowledges and agrees that we shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be to the provider of the software.

14. Our Responsibility

14.1 We shall provide you with reports and management information for your Account in the standard format we provide to Corporate Account customers. We do not represent or guarantee that you can rely on such reports or information being accurate or complete for the purpose of complying with your tax or other legal obligations or for any other purpose.

14.2 If we agree to place any limits or restrictions on the type of Charges incurred on any Card or Account, we are obliged only to use reasonable efforts to apply such limits or restrictions and this does not affect your liability for any Charges. We are unable to block or prevent Charges at certain merchants, including but not limited to merchants who do not process Charges via electronic terminals or who have provided us with a description of their own activities which may be incomplete or inaccurate. In classifying merchants in our system or records, we are entitled to rely on any description of their own activities provided by such merchants.

15. Indemnity

15.1 Each party agrees to indemnify the other against any claims, liabilities, losses or damages (including reasonable legal fees) incurred by the other party arising out of the indemnifying party's failure to perform, or its negligent or wrongful performance of this Agreement.

15.2 Neither party shall be liable to the other party or any third party for any special, incidental, indirect, consequential or punitive damages.

15.3 Each party agrees to notify the other without delay of any circumstances in respect of which it claims indemnification under this section and to allow the other to have control of any related negotiations or proceedings.

16. Confidentiality

16.1 Each party agrees to treat the terms of this Agreement as strictly confidential, as well as all information received from the other party which is not publicly available.

16.2 This provision shall survive the termination of this Agreement.

17. Term and Termination

17.1 Subject to 17.2, the initial term of this Agreement starts on the date it is signed by the second party to do so and shall continue in force until and unless terminated by either party giving the other 3 months notice.

17.2 Either party may terminate this Agreement immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency including, without limitation, receivership, liquidation or statutory administration, or if it ceases to carry on business in Singapore.

17.3 On termination of this Agreement, your Account will be closed and Cards will be automatically cancelled. All Charges incurred before cancellation of the Account and Cards are payable in accordance with this Agreement.

CORPORATE CARD CONDITIONS OF AGREEMENT – LIMITED LIABILITY (cont.)

18. Notices

18.1 All notices under this agreement must be in writing and marked for the attention of the Programme Administrator.
18.2 A party may change its notice details by giving notice to the other in accordance with this Section.

19. Governing Law

19.1 This Agreement and all matters relating to the Account or Cards are governed by the laws of Singapore.

20. Annual Fees

We normally bill Card fees annually, based on our fee schedule as amended from time to time, and you agree to pay such fees when billed, if you have chosen to receive central billing for such fees.

21. Electronic Signature

The parties shall be entitled to sign and transmit an electronic signature of this Agreement, which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

22. General Provision

We may change or assign this Agreement at any time and we will use our reasonable efforts to notify you of such changes. You will be bound by any change or assignment if you subsequently use the Account.

TO: AMERICAN EXPRESS INTERNATIONAL, INC:

The Company wishes to introduce the American Express Corporate Card System, and on behalf of the Company, we accept your Conditions set out above and the Corporate Card Conditions accompanying each Corporate Card issued at the Company's request. We warrant that the information provided is correct and authorise you to contact the Company's bankers or any other party to obtain any information you require about our financial affairs. We understand that you may decline this application without giving a reason or entering into any correspondence. The individuals signing below on behalf of the Company warrant that they are authorised to do so.

Authorised Signatory _____ Date _____

Name (please print) _____ Position held in Company _____

Company Name _____

All fields are mandatory

ACCOUNT STRUCTURE

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

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Recipient name & address

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

Cost Centre: _____

Recipient name & address

CARD DISTRIBUTION

☐ Individual ☐ Central

If central:

Recipient Name (Mr/Mrs/Ms)

Position

Address (if different from above company address)

..... Business Tel No.*: () Business Fax No.*: ()

BILLING AND PAYMENT

☐ CENTRAL BILL

Recipient Name (Mr/Mrs/Ms)

Position

Address

Business Tel No.* ()

Business Fax No.* ()

☐ Company Pay ☐ Card Member Pay **OR**

☐ INDIVIDUAL BILL

☐ Home ☐ Office

☐ Company Pay ☐ Card Member Pay

☐ ANNUAL FEE CENTRAL BILLING

(ALL FIELDS ARE MANDATORY IF CHECK BOX IS TICKED)

Recipient Name (Mr/Mrs/Ms)

Position

Address

Business Tel No.* ()

Business Fax No.* ()

MANAGEMENT INFORMATION REPORTING

Start of Company's financial year (month 1–12)

@ WORK ENROLMENT

Enrol Master Programme Administrator Yes ☐ No ☐

Does the Programme Administrator already have an @ Work User ID?
Yes ☐ No ☐

If yes, what is the User ID?

If No, please select a Verification Word and provide your day and month of birth as a Verification Pin. You will be prompted to enter this as authentication when completing your online registration to American Express @ Work.

Corporate ID (Please provide the CID to gain access)

Provide Verification Word

NB: A minimum of 4 alpha/numeric characters to a maximum 20 (lower case only).
No spaces or special characters allowed.

Verification Pin Date of birth (dd/mm)

Title

First Name

Last Name

Position

Business Mailing Address (if different from Company address)

..... Postcode

Business Telephone Number*

Business Email Address*

We need a business email address* to send the Company changes to the Terms and Conditions, servicing and marketing communications from American Express.

CONNECTED PARTY (e.g. Director, Managing Partner or person having Executive Authority)

1. Full name (as per your NRIC/Passport)
2. Alias (as per your NRIC/Passport)
3. Date of Birth DD/MM/YY
4. NRIC Number (For Singapore Citizen/Permanent Resident)
5. Passport Number (For Non-Singapore Citizen/Permanent Resident)
6. Residential address
7. Nationality
8. Identification Document Expiry Date
9. Position

OTHER CONTACTS

1. Name of Programme Administrator (Mr/Mrs/Ms)

.....

Position

Business Tel No.*()

Business Fax No.*()

Business Email*

2. Name (Mr/Mrs/Ms)

Position

Business Tel No.*()

Business Fax No.*()

Business Email*

FUTURE APPLICATION AUTHORISATION

Name Position Specimen Signature X

Business Mailing Address (if different from Company Address)

Business Telephone Number*()

Business Email Address*

(We need a business email address* to send the Company changes to the Terms and Conditions, servicing and marketing communications from American Express)

Name Position Specimen Signature X

Business Mailing Address (if different from Company Address)

Business Telephone Number*()

Business Email Address*

(We need a business email address* to send the Company changes to the Terms and Conditions, servicing and marketing communications from American Express)

AUTHORISATION AND UNDERTAKING

WE WISH TO ESTABLISH AN AMERICAN EXPRESS CORPORATE CARD ACCOUNT AND WE ACCEPT YOUR CONDITIONS OF USE SET OUT IN THE ATTACHED AGREEMENT. PLEASE ISSUE AMERICAN EXPRESS CORPORATE CARDS IN THE NAME OF THIS COMPANY AND THE RESPECTIVE PERSONS NAMED ON THE CORPORATE CARD APPLICATION FORMS DULY COMPLETED AND SIGNED BY THE SAID PERSONS AND COUNTERSIGNED BY AUTHORISED SIGNATORY OF THIS COMPANY.

WE WARRANT THAT THE ABOVE INFORMATION IS CORRECT AND AUTHORISE AMERICAN EXPRESS INTERNATIONAL, INC. AND/OR ITS REPRESENTATIVES TO CONTACT OUR BANK OR ANY SOURCE TO OBTAIN ANY INFORMATION THEY REQUIRE TO ESTABLISH AN AMERICAN EXPRESS CORPORATE CARD SYSTEM ACCOUNT FOR THIS COMPANY. WE UNDERSTAND THAT AMERICAN EXPRESS INTERNATIONAL, INC. MAY DECLINE THIS CORPORATE ACCOUNT APPLICATION WITHOUT GIVING A REASON AND WITHOUT ENTERING INTO ANY CORRESPONDENCE.

WE CONSENT TO THE COLLECTION, USE, DISCLOSURE AND PROCESSING OF PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY TERMS IN THE ATTACHED AGREEMENT. SIGNED FOR AND ON BEHALF OF THE ABOVE-NAMED COMPANY (AUTHORISED SIGNATORY OF COMPANY'S PRINCIPAL BANK ACCOUNT)

1. Full name (as per your NRIC/Passport)
2. Alias (as per your NRIC/Passport)
3. Date of Birth DD/MM/YY
4. NRIC Number (For Singapore Citizen/Permanent Resident)
5. Passport Number (For Non-Singapore Citizen/Permanent Resident)
6. Identification Document Expiry Date
7. Residential address
8. Nationality Business Telephone Number*() Date

X

Signature of Authorised Signatory

1. Full name (as per your NRIC/Passport)
2. Alias (as per your NRIC/Passport)
3. Date of Birth DD/MM/YY
4. NRIC Number (For Singapore Citizen/Permanent Resident)
5. Passport Number (For Non-Singapore Citizen/Permanent Resident)
6. Identification Document Expiry Date
7. Residential address
8. Nationality Business Telephone Number*() Date

X

Signature of Authorised Signatory

OFFICE USE ONLY

To be completed by TSG Sales:

Sales Person Code : Account Liability Code :

Market Segment : ☐ GCG ☐ LM ☐ MM ☐ MNC Industry Code :

Worldwide CIF : Potential CIF :

Bill Fee : ☐ YES ☐ NO Fee Overrides US\$:

Vertical Deal : ☐ YES ☐ NO Sales Channel: ☐ LM Sales ☐ LM ADM ☐ MM Field Sales
☐ MM ADM ☐ MM-Ext Channels ☐ MM CAT

Control Account Name : Existing Corporate ID :

Name of Company :

WWCIF : PCIF : Applications Submitted :

Annual Fees : Annual Fee Account (CBO) : ☐ YES ☐ NO

BILLING : ☐ Individual ☐ Office/Home ☐ Central

COMMON ANNIVERSARY FOR ANNUAL FEE : ☐ NO ☐ YES If ticked YES complete Common Anniversary Month:.....

Cycle Cut Date :

PAYMENT MODE : ☐ Card Member ☐ Company ☐ Both

AMEX TRAVEL : ☐ YES ☐ NO TRAVEL REBATE : ☐ YES ☐ NO BTA : ☐ YES ☐ NO

MEMBERSHIP MILES : ☐ 1) Barred from MM ☐ 2) Not Barred from MM

MEMBERSHIP REWARDS : ☐ 1) Company only ☐ 2) Card Member only ☐ 3) Both ☐ 4) NO MR

DUNNING

☐ Company ☐ Card Member

AMEX RELATIONSHIPS

☐ Merchant ☐ Amex Travel ☐ BTA

Other Remarks :
.....
.....

Approved by :

Director, Global Commercial Card,
Singapore, American Express

Please return the form to:

AMERICAN EXPRESS INTERNATIONAL, INC.

1 Marina Boulevard, #22-00, One Marina Boulevard,
Singapore 018989

americanexpress.com.sg

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