AMERICAN EXPRESS® CORPORATE MEETING CARD and CORPORATE PURCHASING CARD CONDITIONS — Singapore

IMPORTANT These terms and conditions only apply in relation to those products you have selected and any reference to other products do not apply. Before you complete the application form and use your American Express® Corporate Meeting Card or Corporate Purchasing Card, please read these Conditions thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you do not accept these Conditions, please destroy the Card immediately or notify American Express in writing by registered mail to American Express, Customer Service Corporate Card: 1 Marina Boulevard, #22-00, One Marina Boulevard, Singapore 018989.

- 1 DEFINITIONS In these Conditions, the words 'your', 'your' and 'Card Member' means an individual authorised by the Company to incur Charges on a Corporate Meeting Card account and/or Corporate Purchasing Card account, whether by use of a Card or otherwise. The words 'we', 'our' and 'us' means American Express International, Inc. 'Card' means the American Express Corporate Meeting Card and/or Corporate Purchasing Card bearing your name or a non plastic account bearing your name or your department's name. 'Charge' means a transaction made with the Card, whether or not a Record of Charge is signed, and all other amounts payable under these Conditions. 'Company' means the company, firm or organisation whose name appears on the Card and, has requested us to issue the Card to you. 'Merchant' means a business or organisation which accepts the Card. 'Unauthorised Charges' are Charges that did not benefit either you or the Company and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card.
- 2 SIGNING THE CARD For identification and to prevent misuse, you agree to sign the Card as soon as you receive it and before you use it.
- 3 LIABILITY FOR CHARGES You agree to use the Card for bona fide business expenses which are in accordance with the Company's business expenses policies. The Company shall be fully liable to American Express for all Charges incurred on the Card.
- 4 LIABILITY FOR UNAUTHORISED CHARGES The Company is liable for Unauthorised Charges in the following circumstances only:
 - If you or the Company fail to comply with these Conditions or to protect your codes as required under "Use of the Card";
 - Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
 - Where you or the Company failed to notify us as required under the "Lost, Stolen or Misused Card" clause.

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

5 USE OF THE CARD You may only use the Card in accordance with these Conditions and within the validity dates on its face. The Card is for your use only. You must not give the Card or your account details to others or allow them to use it for Charges, identification or any other purpose. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to your account, if that Merchant agrees or is obliged to do so. You must not use the Card if you do not honestly expect that your account will be paid in full on receipt of your monthly statement. You must not use the Card if you believe that the Company may be unable to pay its debts or that it may not be in a position to reimburse you for any business expenses. You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Singapore or any country where the Card is used or where the goods or services are provided.

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

- · memorise the code;
- destroy our communication informing you of the code (if applicable);
- · do not write the code on the card;
- do not keep a record of the code with or near the card details;
- do not tell the code to anyone;
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.
- 6 PAYMENTS The Company must always pay us in Singapore dollars. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. We may credit part payments to any of your outstanding Charges as we choose. You agree to notify us in writing of any omission from or error on your statement within 60 days of the date of the statement. If you do not do so, the statement will be deemed as conclusive and binding on you.
- 7 FEES AND CHARGES Fees and Charges applicable to a Card are outlined in the attached Fee Schedule and will appear as Charges on the Card. Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service. We may also charge fees to a Card for services that we provide to you that are not covered by these Conditions, for example (and by way of illustration only) fees for participating in the Membership Rewards® Programme. We reserve the right to make changes to the attached Fee Schedule as provided under "Changing these Terms and Conditions".

- 8 LATE PAYMENT CHARGES If your account is not paid in full on receipt of your monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your Charge privileges, and you agree that late payment charges may be incurred as follows:
 - If 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 as the
 'Overdue' amount.
 - Late payment charges, will be incurred on any Overdue amount which is identified
 in a statement and will be billed in that statement.
 - The Overdue amount may include any unpaid late payment charges billed on previous statements.
 - The amount payable is set out in the attached Fee Schedule.
- 9 DISHONOURED PAYMENTS If we receive a draft, direct debit or other payment instrument from the Company and/or you which is not honoured in full, the Company agrees to pay us the dishonoured amount plus a dishonoured payment fee, our reasonable collection costs and legal fees, except as prohibited by law. The dishonoured payment fee is set out in the attached Fee Schedule.
- 10 RENEWAL CARDS We shall issue you with a renewal Card when the current Card expires. The Company agrees to pay the annual Card fee (if any), as outlined in the attached Fee Schedule, when we bill you, until you cancel the Card and destroy the Card.
- 11 BILLING ADDRESS You and/or the Company must notify us immediately in writing of any change in the Company name, billing address or email address. If we send statements directly to you, you must notify us immediately of any changes in your name, billing address or email address. We may charge an additional annual administration fee where any billing address is outside Singapore.
- 12 PROBLEMS WITH BILLS OR PURCHASES You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us at once. We will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but the Company must pay us for all other Charges. Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You and/or the Company are not entitled to withhold payment from us because of such claim or dispute. You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official Police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the Police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the Police in relation to your claim of Unauthorised Charges.
- 13 SUBROGATION If a Merchant fails to provide you with goods or services purchased with the Card, we may at our discretion credit the account for the amount charged. If we do so, you by these terms appoint us your attorney to pursue any right you may have against the Merchant in your name, but at our cost, including but not limited to voting and proving in any insolvency, administration of or commencing any proceedings against, the Merchant. You agree to assign to us on demand any such rights.
- 14 LOST, STOLEN OR MISUSED CARD You must notify us immediately if:
 - · a Card is lost or stolen,
 - a renewal Card has not been received,
 - · someone else learns a code, or
 - · you suspect that your account is being misused.

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

- 15 CHARGES MADE IN FOREIGN CURRENCIES 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.

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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.

- 16 ACCOUNT INFORMATION AND DATA PROTECTION You authorise us and our affiliates to make whatever credit investigations about you which we deem appropriate. We may ask consumer credit bureaus or reference agencies for consumer reports of your credit history, and information concerning your account may be furnished by us to consumer credit bureaus or reference agencies, banks or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports. 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:
 - (a) other companies in the American Express Group or its Licensees worldwide including any party whose name or logo appears on the Card;
 - (b) third parties who process transactions submitted by merchants on the American Express network where you use the Card worldwide:
 - (c) third parties employed by American Express to provide it with administrative services in connection with the operation of customer accounts and marketing of account services:
 - (d) processors and suppliers and to organisations who accept the Card in payment of goods and/or services, in order to administer and service your Account, process and collect charges on it and manage the benefits or insurance programmes in which you are enrolled;
 - (e) the providers of services and benefits associated with your Account;
 - (f) consumer credit bureaus, collection agencies and lawyers;
 - (g) parties who distribute the Card;
 - (h) any other co-branded partner of Amex set out in the Terms and Conditions governing use of your Account;
 - banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere:
 - (j) anyone to whom we may transfer contractual rights; and
 - (k) 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 your Personal Information, including in aggregated form or combined with other information for any of the following purposes:

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

Your 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 your Personal Information with programme administrators or designated employees for matters relating to the management of your Account, including but not limited to viewing your transactions, changing spend limits, cancelling cards and updating information. We may also use and/or exchange your Personal Information with the Company (including any related entity of the Company) and their processors in connection with your 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 clause.

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 your Personal Information with consumer credit bureaus and carry out credit checks and other assessments. We may inform the bureaus of the current balance on your 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 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 clause) in countries outside Singapore when you travel or make foreign purchases and for the purpose of administering your 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 clause 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 your 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.

- 17 EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS The Company must pay any government tax, duty or other charge imposed by law in Singapore or in any country in respect of the Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance. You must comply with exchange control, tax and any other laws which apply to your use of the Card and you agree to indemnify us against any consequence of your failure to comply.
- 18 ENFORCEMENT EXPENSES You and/or the Company will pay us our reasonable costs in recovering or attempting to recover Charges, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- 19 SUSPENSION We have the right to refuse authorisation for any Charge without cause or prior notice, and we shall not be liable to you or anyone else for any loss or damage resulting from a refusal. We have the right to suspend your right to use the Card with or without cause and without notice. After suspension, we may, at our discretion, restore your use of the Card on conditions determined by us.
- 20 CANCELLATION Either you or the Company may at any time cancel the Card issued to you. Your cancellation will not be effective until you or the Company notify us and we acknowledge receipt of the notification. On cancellation, you must destroy the Card. The Company will be liable for all Charges made with the Card before it is destroyed or in the case of an account before it is cancelled. The Card will be cancelled as soon as you stop being employed by the Company. The Card remains our property and we can cancel your right to use the Card at any time, with or without cause and without notice. If we cancel the Card without cause we may refund a portion of the annual fee (if any). We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.
- 21 OUR LIABILITY Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.
- 22 CHANGING THESE TERMS AND CONDITIONS We have the right to change these Conditions at any time. We shall notify you of any change. By keeping or using the Card after notification, you agree to the change. If you do not accept any change to these Conditions you must cancel the Card and destroy the Card. We may then refund a portion of the annual fee (if any). The Company will still be liable for all Charges incurred before the Card is destroyed or cancelled.
- 23 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.

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24 GENERAL

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

AMERICAN EXPRESS CORPORATE CARD CONDITIONS - Singapore

FEE SCHEDULE* - SINGAPORE (SGD)

Corporate Products	Fees				
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees before 1 Jan 2024 (incl. 8% GST) (figure in brackets denotes number of Cards issued)	Annual Card Fees from 1 Jan 2024 (incl. 9% GST) (figure in brackets denotes number of Cards issued)	Dishonoured or Returned Payments
Corporate Card (Green)	2.5% or S\$40.00, whichever is greater, will be charged on any Overdue amount	2.95%	(1-2) — S\$129.60 (3-9) — S\$108.00 (10-19) — S\$97.20 (20-49) — S\$84.24 (50-249) — S\$70.20 (250+) — S\$51.84	(1-2) — S\$130.80 (3-9) — S\$109.00 (10-19) — S\$98.10 (20-49) — S\$85.02 (50-249) — S\$70.85 (250+) — S\$52.32	S\$50.00
Corporate Card (Gold)	2.5% or \$\$40.00, whichever is greater, will be charged on any Overdue amount	2.95%	Additional fee of S\$37.80 per card	Additional fee of S\$38.15 per card	S\$50.00
Business Travel Account (BTA)	2.5% or \$\$40.00, whichever is greater, will be charged on any Overdue amount	2.95%	N/A	N/A	S\$50.00
Corporate Purchasing Card (CPC)	2.5% or S\$40.00, whichever is greater, will be charged on any Overdue amount	2.95%	(1-2) — S\$129.60 (3-9) — S\$108.00 (10-19) — S\$97.20 (20-49) — S\$84.24 (50-249) — S\$70.20 (250+) — S\$51.84	(1-2) — S\$130.80 (3-9) — S\$109.00 (10-19) — S\$98.10 (20-49) — S\$85.02 (50-249) — S\$70.85 (250+) — S\$52.32	S\$50.00
Corporate Meeting Card (CMC)	2.5% or S\$40.00, whichever is greater, will be charged on any Overdue amount	2.95%	(1-2) — S\$129.60 (3-9) — S\$108.00 (10-19) — S\$97.20 (20-49) — S\$84.24 (50-249) — S\$70.20 (250+) — S\$51.84	(1-2) — S\$130.80 (3-9) — S\$109.00 (10-19) — S\$98.10 (20-49) — S\$85.02 (50-249) — S\$70.85 (250+) — S\$52.32	S\$50.00

^{*} Various service related fees may be charged if you elect additional services from us. Any such fees will be disclosed to you at the time of accepting the service.



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