

Corporate Liability

1 IMPORTANT

As you read this Agreement, remember that the words “you”, “your” or “Card Member” mean the person named on the Card. The word “Company” means, the institution, body, firm or incorporated corporation in whose name the Corporate Account has been established. The words “we”, “our” and “us” refer to American Express International, Inc. When we use the term “Card”, we are referring to the American Express Corporate Card issued to you and all other Corporate Cards issued to you on your account. The word “Account” means the account established for the Corporate Card Member and the “Corporate Account” means the account established for the Company. If you are the individual who asked us to issue a Card, you will be called the “Card Member” and you will have an account with us. “Charge” means a transaction made with or charged with the Card, whether or not a Record of Charge Form is signed for such transaction, and also includes fees, late payment charges, taxes and all other amounts you and the Company have agreed to pay us or to be liable for under these Conditions. The Card Member and the Company agree jointly and severally to be bound by all terms of this Agreement. “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 ACCEPTING THE AGREEMENT

If you agree to be bound by this Agreement, you should sign the Corporate Card as soon as you receive it. If you do not wish to be bound by the terms of this Agreement, cut the Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted this Agreement. If you do sign the Card, you should not use it before the valid date or after the expiry date printed on the face of the Corporate Card.

3 LIABILITY FOR CHARGES – IMMEDIATE PAYMENT

We will send a monthly statement of all charges made by the use of the Cards to the Company and alternatively if the Company has so indicated on the Corporate Card Account Application, we will send the Card Member a monthly statement of the Charges on their account. Payment for all Charges is due and payable to us immediately upon receipt of our monthly statement by you or the Company. Each monthly statement of Charges shall be deemed to have been received by you or the Company (depending on the billing system in place) seven (7) days following the date of its posting by ordinary mail to the last address notified to us by you or the Company, unless it is received earlier. The Company must always pay us in Singapore Dollars. 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. You agree to use the Card for bona fide business expenses which are in accordance with the Company’s business expense policies. Subject to the clause, “Liability for Unauthorised Charges”, the Company shall be liable for all Charges incurred.

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 RECORD OF CHARGES

Your total Charges under this Agreement and in respect of any other Card account(s) you may have with us (collectively referred to as “your” Card accounts’) shall be subject to an overall maximum limit assigned to you by us from time to time (here in after referred to as the “Account Limit”). The aggregate of all Charges on your card accounts shall not exceed the Account Limit without our prior consent. The Company shall be liable to pay to us immediately on demand any amount by which the aggregate of the total Charges on your Card accounts exceeds the Account Limit or upon the expiry of any temporary Account Limit increase approved by us, as the case may be.

In determining if the Account limit has been exceeded, we shall be entitled to take into account:

- (a) amounts billed to your Card accounts but remaining unpaid;
- (b) any unbilled Charges incurred on your Card accounts; and
- (c) the amount of any transaction on any of your Card accounts authorised by us to a third party whether or not the transaction was concluded.

6 FEES & 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”.

7 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:

- (i) 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.

- (ii) Late payment charges, as set out in the attached Fee Schedule, will be charged on any Overdue amount which is identified in a statement and will be billed in that statement.
- (iii) The Overdue amount may include any unpaid late payment charges billed on previous statements.

8 IRREGULAR PAYMENTS

We may, at our discretion, accept late or partial payment described as being payment in full or payments in settlement of a dispute. But in so doing, we do not lose or consent to vary any of our rights under this Agreement or under law. We may credit part payments to any of your outstanding Charges as we choose. We may charge a service charge, as set out in the attached Fee Schedule, in respect of any draft, direct debit or other payment instrument sent to us by the Company which is not honoured for its full amount.

9 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.

10 EXCHANGE CONTROLS, TAX AND LEGAL REQUIREMENTS

You and the Company must comply with any Exchange Control Regulations, tax laws, 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. If we have to or will have to pay or reimburse anyone else for any 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 other transaction involving you or the deposit of funds received for the account, we may charge to the Card 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.

11 USE OF CARDS

Only the Card Member whose name is on the Card is permitted to use the Card for Charges, for identification, or for any other reason. You must not use the Card to purchase anything for the purpose of resale unless approved by the Company in writing. You may not return any goods, tickets or services obtained with the Card for a cash refund. However, you may return an item or ticket to a Merchant honouring the Card for credit to the account, if that Merchant permits such returns. You shall not obtain a credit to the account for any reason other than as a refund for goods or services previously purchased with the Card. You must not use the Card if a petition for winding-up of the Company is issued (unless the petition is no longer in force), or if the Company passes a resolution for its liquidation or has a receiver appointed over any of its assets. 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 acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting in such refusal. 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 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 or account 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.

Corporate Liability

12 PROBLEMS WITH GOODS AND SERVICES

If you or the Company have any question, problem or dispute concerning the monthly statement, you and the Company should contact us immediately on receipt of the monthly statement and we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. If a merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but you must pay us for all other Charges. However, unless required by law, we are not responsible for any defects or complaints to goods or services which you may have charged to the Card. Any dispute should be settled directly with the Merchant. In all circumstances, we must be paid the full amounts shown on the monthly statement and no claim by a Card Member may be the subject of set off or counterclaim against us. We accept no responsibility for the failure of any party to accept the Card or for any loss or damage arising from the manner of its acceptance of the Card or any other problems you or the Company may have with such party. 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 does not provide you with goods or services purchased by use of the Card we may at our discretion credit your account for the amount charged. If we do so, you by these Conditions 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 CASH

You cannot use the Card to obtain cash from ATMs unless you enroll in our programmes covering these facilities. Those programmes are governed by separate agreements.

15 LOST, STOLEN CARD OR MISUSED CARDS

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 the lost Card is subsequently retrieved, it must not be used. The Replacement Card and subsequent renewals of it must instead be used. The retrieval of the original Card must be immediately reported to us and it must be cut in half and the pieces returned to us.

16 RENEWAL AND REPLACEMENT CARDS

The Card will be valid until the expiry date printed on the face of the Card. By accepting the issuance of this Card, you and the Company are requesting us to issue you with a renewal or replacement Card before the current Card expires. We will bill renewal fees annually. We will continue to issue renewals or replacement Cards before the current Card expires until you or the Company advise us in writing to cancel the Card or the Corporate Account.

17 RECURRING CHARGES

You may authorise a merchant to bill your account at regular intervals for goods or services ("Recurring Charges"). In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the merchant in the case of a replacement Card or cancelled Card, it is always your responsibility to contact the merchant and provide replacement Card information or make alternate payment arrangements. The Company will be liable for Recurring Charges incurred on a cancelled Card. To stop Recurring Charges, you must have the right to do so by law or under your arrangement with the merchant and you must advise the merchant in writing or in another way permitted by the merchant.

18 BILLING ADDRESS

You and/or the Company must notify us immediately 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.

19 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 and/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;
- (i) 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.

20 CHANGING THIS AGREEMENT

We have the right to change this Agreement at any time. We will notify you of any changes. We shall consider you and the Company as having accepted the changes if you keep or use the Card after you receive our notice. If you or the Company do not wish to accept any of the changes, 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. We may then refund to the Card Member a pro-rata portion of the annual fee. The Company shall continue to be liable for all Charges incurred before the termination of the Agreement.

21 ENFORCEMENT EXPENSES

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.

22 SUSPENSION

We may suspend your right to use the Card with or without cause and without notice. If we do suspend your charge privileges you cannot use the Card until arrangements satisfactory to us have been made for payment of outstanding Charges. We may charge a Card reinstatement fee if your Card has been suspended or cancelled and we agree to reinstate it.

23 THE CARD REMAINS OUR PROPERTY

The Card remains our property and you and the Company understand that we can cancel your Card or the Corporate Account at any time. We can do this with or without cause and without giving you notice. If we cancel the Card without cause, we may refund to the Card Member a pro-rata portion of the annual fee. We may list cancelled Card account numbers in our "Cancellation Bulletin", or inform parties honouring the Card that the Card issued to you has been cancelled. If we cancel the Card or it expires or if the Corporate Account is cancelled, you or the Company must destroy it at once. The Company shall also use its best efforts to promptly notify you of the cancellation and to obtain each

Corporate Liability

cancelled Card from you for return to us cut in half. You must hand it over to any Merchant which so requests or to any third party we nominate. You may not use the Card after it has expired or after it has been cancelled. You and the Company agree not to hold us liable for any losses or damages, that may arise, from any wrongful cancellation of a Card. 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 in writing and we acknowledge receipt of the notification. On cancellation you must destroy the Card. The Company will remain liable for all Charges incurred before the Card is destroyed. The Card will be cancelled upon termination of your employment.

24 INFORMATION

- (a) The Company agrees to provide us with any information that we reasonably and lawfully request about a Card Member's use of a Card and to supply us with any documentation or support related to that use which we may request. You and the Company also agree to cooperate with us in any investigation, litigation or prosecution arising in connection with the Card or Corporate Account.
- (b) The Company agrees to notify us immediately if the Card Member ceases relationship with the Company and to immediately cancel the relevant Card by returning the Card cut in half to us.
- (c) To ensure the Card's international acceptability, information about the status of each Card and the Corporate rate Account may be transferred confidentially to or from any Card Service Participant.

25 NOTICE

We shall be entitled to send any notice to you by electronic mail, short message service ("SMS"), facsimile transmission, personal delivery or ordinary post to your address last known to us. Any notice as sent by us shall be deemed to be received by you (if sent by facsimile transmission or personal delivery) on the day of dispatch or (if sent by electronic mail or SMS) when left at the last email address or telephone number known to us, or 1 day immediately after the date of posting if sent by ordinary post addressed to your last known address.

26 OUR LIABILITY

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with our Card Account 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.

27 LAW THAT APPLIES

This Agreement and all that matters arising out of the issuance of use of the Card are subject to the laws of Singapore.

28 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.

29 GENERAL

- (a) You understand that the Company will designate an employee as a Programme Administrator and authorises 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) A certificate signed by one of our officers stating the amount that the Company owes us under these Conditions is proof of such amount. A copy of any document relating to the account with us or produced from data received by us electronically from a Merchant shall be admissible to prove the contents of that document for any purpose.
- (c) We may assign these Conditions at any time without your consent.
- (d) No forbearance, delay or failure on our part to exercise or partially exercise any power or right under these Conditions shall operate as a waiver of such power or right.

FEE SCHEDULE* – SINGAPORE (SGD)

Corporate Products	Fees				
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees before 1 Jan 2023 (incl. 7% GST) (figure in brackets denotes number of Cards issued)	Annual Card Fees from 1 Jan 2023 (incl. 8% GST) (figure in brackets denotes number of Cards issued)	Dishonoured or Returned Payments
Corporate Card (Green)	2.5% or S\$40, whichever is greater, will be charged on any Overdue amount	2.95%	(1-2) – S\$128.40 (3-9) – S\$107.00 (10-19) – S\$96.30 (20-49) – S\$83.46 (50-249) – S\$69.55 (250+) – S\$51.36	(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	S\$50
Corporate Card (Gold)	2.5% or S\$40, whichever is greater, will be charged on any Overdue amount	2.95%	Additional fee of S\$37.45 per card	Additional fee of S\$37.80 per Card	S\$50
Business Travel Account (BTA)	2.5% or S\$40, whichever is greater, will be charged on any Overdue amount	2.95%	N/A	N/A	S\$50
Corporate Purchasing Card (CPC)	2.5% or S\$40, whichever is greater, will be charged on any Overdue amount	2.95%	(1-2) – S\$128.40 (3-9) – S\$107.00 (10-19) – S\$96.30 (20-49) – S\$83.46 (50-249) – S\$69.55 (250+) – S\$51.36	(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	S\$50
Corporate Meeting Card (CMC)	2.5% or S\$40, whichever is greater, will be charged on any Overdue amount	2.95%	(1-2) – S\$128.40 (3-9) – S\$107.00 (10-19) – S\$96.30 (20-49) – S\$83.46 (50-249) – S\$69.55 (250+) – S\$51.36	(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	S\$50

* 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.

