

Limited Liability

1. Important

As you read this Agreement, remember that the words “you”, “your” or “Card Member” mean the person named on the enclosed 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. The Card Member and the Company agree jointly and severally to be bound by all terms of this Agreement.

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

All purchases for goods and services and all transactions under Clause 13 below which are charged to an account as well as the annual Card fee, monthly payment for purchases made on an extended payment plan, delinquency assessments, or other fees or expenses will be called “Charges” in this Agreement. 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 his account. You are liable for all Charges on the Corporate Card, except the Company is liable for Charges incurred for business expenses on the Company’s behalf and in accordance with the Company policies but for which the Company has not reimbursed you. These Charges include those made in connection with the Corporate Card issued in your name, even though we may send a monthly statement of Charges to the Company.

4. 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 “Charge Limit”). The aggregate of all Charges on your card accounts shall not exceed the Charge Limit without our prior consent. You and (subject to the provisions of Clause 5 below) the Company shall be jointly and severally liable to pay to us immediately on demand any amount by which the aggregate of the total Charges on your Card accounts exceeds the Charge Limit or upon the expiry of any temporary Charge Limit increase approved by us, as the case may be. In determining if the Charge 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.

5. Statement Of Account

If the Company qualifies for and agrees with the conditions of a separate Limited Waiver of Liability Statement and follows the procedures set forth therein, we agree to waive the Company’s liability to us (excluding the first Singapore Dollar One Hundred S\$100 thereof) of certain unauthorised or misappropriated Charges as provided in the Limited Waiver of Liability Statement. The Limited Waiver of Liability facility is not available to Companies with five or more Cards upon application and approval.

6. 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:

- (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 of two point five percent (2.5%) or S\$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.

7. 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.

8. 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.

9. For Exchange Controls

You and the Company must comply with any Exchange Control Regulations for the time being in force in any country.

10. For Extended Payment Plan Only

If you or the Company elect an Extended Payment Plan at the time of a purchase for which such a plan is available, you and the Company agree that a finance charge at a monthly rate of 1.85% on reducing balance for the period the purchase is to be financed may be added to the charge. If you or the Company allow a Charge for a payment on an Extended Payment Plan purchase to become delinquent, we may require immediate payment of the entire amount remaining unpaid for that purchase. If we require payment of the entire amount or if you or the Company decide to prepay some or all of it, we will actually calculate any portion of the finance charge we have not earned and adjust your account and/or the Corporate Account accordingly.

11. Goods And Services Tax

Joining and annual Card fees for basic or any additional Cards are subject to the Goods and Services Tax. (GST). Tax invoicing-registered businesses may claim GST on fee.

12. 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. We will look to you and the Company for payment of all Charges made with the Card issued to you, even if you have let someone else use the Card, or relinquished physical possession of the Card. 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 firm honouring the Card for credit to the account, if that firm permits such returns. We reserve the right to deny authorisation of any charge.

13. 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. 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 Service Establishment. 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.

14. Corporate Cash

You may use the Card to obtain cash advance from certain designated machines which dispense Cash. A service fee of 5% of the cash advance dispensed is payable and will be charged to the monthly statement together with the amount of Cash dispensed. Settlement of the statement will be in accordance with clause 3 above. Participation in this service will be by enrolment and in accordance with its terms and conditions.

15. Lost Or Stolen Cards

You and the Company agree to notify us immediately if the Card is lost, stolen, damaged, not received when due or if you suspect that the Card is being used without your permission. You and the Company shall be liable for unauthorised use of the Card. You and the Company will not be liable for any unauthorised Charges made after you have given notice to us, and your liability for unauthorised Charges made prior to such

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notice shall be automatically limited to S\$100 or the equivalent thereof. 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. 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 third parties 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.

18. 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 will then refund to the Card Member a pro-rata portion of the annual fee unless otherwise advised by the Company. You and the Company shall continue to be liable for all Charges incurred before the termination of the Agreement.

18A. 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. 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 will refund to the Card Member a pro-rata portion of the annual fee unless otherwise advised by the Company. 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 immediately return the Card to us cut in half upon our request. The Company shall also use its best efforts to promptly notify you of the cancellation and to obtain each cancelled Card from you for return to us cut in half. Also if any party that accepts the Card asks you to surrender an expired or cancelled Card, you must do so. 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. You or the Company may request us to cancel the Corporate Account or any Card by returning the Card cut in half to us together with a written request for cancellation. In any event, whether we, you or the Company should cancel the Card or Corporate Account, you and the Company shall remain jointly and severally liable for all Charges incurred until the Card has been returned to us.

20. 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.

21. Receipt Of Notification

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.

22. 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.

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23. Law That Applies

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

24. Financial Provisions/Service Fee

The following fee applies to this Account:

- (a) A card reinstatement fee of \$35 is payable if your Card has been suspended or cancelled and we agree to reinstate it.

25. 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.

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, 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
Corporate Card (Gold)	2.5% or S\$40, whichever is greater, will be charged on any Overdue amount	2.95%	Additional fee of S\$37.80 per card	Additional fee of S\$38.15 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\$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
Corporate Meeting Card (CMC)	2.5% or S\$40, 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

* 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.

