



# American Express® Business Travel Account (BTA) Lodge Card Set-Up Form for Travel Management Companies

Singapore All fields are Mandatory.

## IMPORTANT NOTES

THIS SECTION IS AN APPLICATION TO ESTABLISH AN AMERICAN EXPRESS BUSINESS TRAVEL ACCOUNT.

PLEASE TYPE OR PRINT THROUGHOUT. TICK  BOXES AS APPROPRIATE. IT IS ESSENTIAL THAT FORMS ARE COMPLETED IN FULL. ALL INFORMATION IS REQUIRED AND WILL BE SUBJECT TO VERIFICATION BEFORE AN ACCOUNT CAN BE ESTABLISHED. INSUFFICIENT INFORMATION MAY CAUSE UNNECESSARY DELAYS IN THE PROCESSING OF YOUR APPLICATION.

PLEASE ALLOW ONE MONTH FOR PROCESSING. ALL INFORMATION RECEIVED WILL BE TREATED WITH STRICT CONFIDENCE. ALSO PLEASE ENCLOSE WITH YOUR APPLICATION COPIES OF THE FOLLOWING:

- I) LAST TWO YEARS AUDITED FINANCIAL STATEMENTS
- II) DIRECTORS DECLARATION/POWER OF ATTORNEY (DECLARATION DEMONSTRATING THAT THE PERSON SIGNING THIS CONTRACT IS AUTHORISED TO DO SO)
- III) COPY OF AUTHORISED SIGNATORY'S IDENTIFICATION DOCUMENTS
  - A) FOR SINGAPORE CITIZEN/PERMANENT RESIDENT: A CLEAR COPY OF YOUR NRIC (FRONT AND BACK)
  - B) FOR NON-SINGAPORE CITIZEN/PERMANENT RESIDENT: A CLEAR COPY OF YOUR PASSPORT (WITH GREATER THAN 6 MONTHS TO EXPIRY) AND A COPY OF A UTILITY BILL OR BANK STATEMENT OR CORRESPONDENCE FROM A GOVERNMENT AGENCY (NOT MORE THAN 3 MONTHS) THAT REFLECTS YOUR CURRENT RESIDENTIAL ADDRESS.
- IV) AMERICAN EXPRESS WILL CONDUCT SEARCHES RELATED TO YOUR ENTITY TO IDENTIFY IF THERE ARE BENEFICIAL OWNERS. IN SOME INSTANCES, WE MAY REQUIRE ADDITIONAL DETAILS FROM YOU (FOR EXAMPLE, IDENTIFICATION DOCUMENTS OF BENEFICIAL OWNERS OR A DIRECTORS DECLARATION) AT WHICH POINT WE WILL CONTACT YOU FOR THIS INFORMATION.

<sup>^</sup>PLEASE DO NOT PROVIDE ANY TELEPHONE NUMBERS, FAX NUMBERS OR EMAIL ADDRESSES THAT ARE RESERVED FOR NON-BUSINESS USE.

## Account Set-Up Information

American Express Salesperson: \_\_\_\_\_ Business Telephone Number<sup>^</sup>: ( ) \_\_\_\_\_

Enable Virtual Payments (please tick):  Yes  No

Name of Travel Management Company: \_\_\_\_\_

Business Address of Travel Management Company: \_\_\_\_\_

Travel Management Company Code: 80      Travel Management Company Office Code: 212

Travel Management Company IATA No.: \_\_\_\_\_

Air Spend: Domestic SGD \_\_\_\_\_ International SGD \_\_\_\_\_ Total SGD \_\_\_\_\_

Hotel Spend: Domestic SGD \_\_\_\_\_ International SGD \_\_\_\_\_ Total SGD \_\_\_\_\_

## Reporting Information for Travel Management Company

1. Does your company have an American Express Corporate Card Account?  Yes  Currently Applying  No

2. If Yes, what is your highest level/main Corporate ID number?

3. Will the Business Travel Account(s) be incorporated into your existing Corporate Card structure?  Yes  No

## Information about Travel Management Company

Registered Company Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Place of Company incorporation or registration: \_\_\_\_\_

Registered Business Address: \_\_\_\_\_

Principal Place of Business: (if different from registered address) \_\_\_\_\_

Business Postal Address: \_\_\_\_\_

Business Telephone Number<sup>^</sup>: ( ) \_\_\_\_\_ Business Fax Number<sup>^</sup>: ( ) \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Name and Business Address of Parent Company: \_\_\_\_\_

Business Telephone Number<sup>^</sup>: ( ) \_\_\_\_\_

## User information

If you wish to nominate selected persons to make bookings using the BTA, please list them below. When calling to make a booking, authorised persons shall quote the BTA number, or another agreed reference, for verification purposes.

Please use **BLOCK CAPITALS**.

	Title	Given Name	Surname	Position	Business Email Address <sup>^</sup> *
1.					
2.					
3.					
4.					
5.					

\*Your email address will be used solely for the purpose of administering the account

## Directors with Executive Authority / Managing Partner

**Full Name:** (as per your NRIC/Passport) \_\_\_\_\_

**Alias:** (as per your NRIC/Passport) \_\_\_\_\_

**Date of Birth:**   /   /        **Nationality:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_

**NRIC Number:** (For Singapore Citizen/Permanent Resident) \_\_\_\_\_

**Passport Number:** (For Non-Singapore Citizen/Permanent Resident) \_\_\_\_\_

**Identification Document Expiry Date:** \_\_\_\_\_

## Travel Management Company Authorisation

The firm, corporation, partnership or other entity or organisation (the 'Travel Management Company') named above requests that an American Express Business Travel Account ('BTA') be opened in the name of the Travel Management Company. The undersigned officer has read the BTA Lodge Card Account Agreement attached for and on behalf of the Travel Management Company, and the Travel Management Company thus agrees that it will be bound by the BTA Lodge Card Account Agreement attached and be liable for charges in accordance with such agreement. The Authorised Signatory and the Travel Management Company consent to the collection, use, disclosure and processing of personal information in accordance with the privacy terms in the attached agreement. The Travel Management Company authorises American Express International Inc. ('Amex') to contact the Travel Management Company's banker or any other source, including but not limited to Credit Reporting Agencies to obtain any information Amex requires to establish the BTA. The Travel Management Company agrees that a microfilmed or other reproduction of this form may be produced by Amex as evidence of the Travel Management Company's request to open the BTA. The undersigned warrants to American Express that he/she is duly authorised by the Company to open the BTA in the name of the Travel Management Company.

Authorised Signatory will be required to provide a copy of Identification document, please refer to 'Important Notes' section above.

**Name of Authorising Officer:** (as per your NRIC/Passport) \_\_\_\_\_

**Alias:** (as per your NRIC/Passport) \_\_\_\_\_

**Date of Birth:**   /   /

**NRIC Number:** (For Singapore Citizen/Permanent Resident) \_\_\_\_\_

**Passport Number:** (For Non-Singapore Citizen/Permanent Resident) \_\_\_\_\_

**Identification Document Expiry Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Residential address:** \_\_\_\_\_

**Nationality:** \_\_\_\_\_      **Business Tel No.^(**    **)** \_\_\_\_\_

**Signature of Authorising Officer:** \_\_\_\_\_      **Date:** \_\_\_\_\_

### AMERICAN EXPRESS OFFICE USE ONLY

**Sales Code:**         **Sales Database ID:** \_\_\_\_\_      **MAC:** \_\_\_\_\_

**Market Segment:**     GCG     LM     MM     MNC      **Sales Channel:**     LM Sales     LM ADM     MM Field Sales     MM ADM

**Vertical Deal:**         YES     NO                             MM-Ext Channels             MM CAT

**PLEASE COMPLETE THE FOLLOWING FOR EVERY BTA YOU WOULD LIKE SET-UP.**

Required Information		Explanations	BTA 1
BTA Account Set-up Name (30 characters)			<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
CID to be linked to		Complete only if to be linked into existing Corporate Card structure.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Billing Cycle Date			
First Month of Financial Year			
Customer Reference Standard		Provide example of Customer Ref (if applicable) Max 20 Characters e.g. Cost Centre:1002	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Trip Requisition		Provide example of Trip Requisition (if applicable) Max 20 Characters e.g. Approval Number: AJ769	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Customer Reference Enhanced		Provide example of Customer Reference (if applicable) – GL code, Employee ID, Project Code, Job Number max 45 characters <b>(availability and final character length is dependent on your Travel Manager)</b>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
e-Data Required (additional Set-Up Form to be completed)		Tick if you require Monthly, Weekly or Daily e-Data	<input type="checkbox"/> Monthly <input type="checkbox"/> Monthly & Daily <input type="checkbox"/> Monthly & Weekly
Type of Spend		BTA to be set up for the following	<input type="checkbox"/> Air only <input type="checkbox"/> Hotel only <input type="checkbox"/> Air & Hotel
Other types of air related charges to be billed to the BTA		Example • Visa fees • Courier fees • Transaction/Service fee at Point of Sale	
Primary Statement Recipient	Name		
	Business Email <sup>^</sup>		Please ensure you provide correct business email address <sup>^</sup> to ensure you receive statement notification email.
	Business Phone Number <sup>^</sup>		
	Address		
	Do you have an existing @Work User ID?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please provide		
	If no, please provide verification word		Minimum 4, maximum 20 alpha/numeric characters (lower case only), no spaces or special characters. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Verification pin		Must be 4 numeric characters. <b>You must remember both the verification word and pin as you will be prompted to enter these as authentication when completing your online registration to American Express @Work.</b>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Additional Statement Recipient	Name		
	Business Email <sup>^</sup>		Please ensure you provide correct business email address <sup>^</sup> to ensure you receive statement notification email.
	Business Phone Number <sup>^</sup>		
	Address		
	Do you have an existing @Work User ID?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please provide		
	If no, please provide verification word		Minimum 4, maximum 20 alpha/numeric characters (lower case only), no spaces or special characters. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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PLEASE COMPLETE THE FOLLOWING FOR EVERY BTA YOU WOULD LIKE SET-UP

BTA 2	BTA 3	BTA 4
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Office Use Only

PROD	510	PROC	6	TEAM	00
FEE	0	DELIV	LRM/LUM/COU/HKL/CCD/FPC	REV	
BILL IND	0	ST	900		
SIGN	Y	CARD DESIGN TYPE	000005		

Please keep the attached Terms and Conditions for your reference.



This BTA Lodge Card Account Agreement is between American Express International Inc, Singapore Branch (“we”, “us”, “our” and American Express<sup>®</sup>) and the travel management company named in the attached Account Application (‘you’, ‘your’ and ‘the Travel Management Company’) and governs your use of the Account and any BTA Lodge Card in Singapore.

**A: General Provisions**

1. **Definitions:** the following definitions are used throughout this document:

‘**Account**’: Your American Express Business Travel Account Lodge Card Account.

‘**Affiliate**’: any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

‘**Alias**’: used to indicate that a named person is also known or more familiar under another specified name.

‘**Agreement**’: these Terms and Conditions.

‘**American Express BTA with Virtual Payments Facilitator**’: means such third party chosen by American Express at its sole discretion and to act as an agent to facilitate a BTA Lodge Card Account with Virtual Payments transaction.

‘**Beneficial Owner**’: means the natural person who ultimately owns or controls the entity, or the natural person on whose behalf a transaction is conducted or business relations are established and includes any person who exercises ultimate effective control over the entity.

‘**Business Travel Account Lodge Card Account**’ or ‘**BTA Lodge Card Account**’: an account that enables the Travel Management Company to centralise Charges booked on behalf of a BTA Lodge Client and be billed monthly for those charges by American Express.

‘**Business Travel Account Lodge Card Account with Virtual Payments**’ or ‘**BTA Lodge Card Account with Virtual Payments**’: a Virtual Account Number enabled BTA Lodge Card Account facility that allows the Travel Management Company to centralise Charges incurred on behalf of a BTA Lodge Client and for such Charges to be billed on a monthly basis by American Express.

‘**Business Travel Account Lodge Card**’ or ‘**BTA Lodge Card**’: any card plastic, non-plastic or a Virtual Account Number issued on any Account.

‘**BTA Lodge Client**’ means an entity on whose behalf the Travel Management Company makes travel arrangements through a BTA Lodge Card.

‘**Charge**’: all amounts billed to an Account, regardless of whether a charge form or other charge authorisation is signed, including purchase of goods and services, late payment charges, scheduled airline tickets, departure taxes, airlines fuel surcharges, travel insurance premiums, visa fees, and other travel charges, as may be designated by American Express from time to time.

‘**Executive Authority**’: a director with control or authority to make decisions on behalf of the Travel Management Company.

‘**Managing Partner**’: a partner in charge of a partnership’s overall practice, management and day to day operations.

‘**Merchant**’: a company, firm or other organisation accepting American Express BTA Lodge Cards or American Express Cards as a means of payment for goods and/or services.

‘**ROC**’: a record of charge that evidences the purchase price of any Charge.

‘**Statement**’: a record of Account transactions, account balance and other relevant information for a specified period delivered to you.

‘**Unauthorised Charges**’: are Charges that did not benefit you which were incurred by someone who had no actual, implied, or apparent authority to use the Account.

‘**Virtual Account Number**’: a virtual account number that is issued by American Express to a Travel Management Company for use as payment for goods and/or services at a Merchant.

2. **Establishment of Accounts**

(a) We will establish and operate the Account(s) in your name and, if applicable, issue BTA Lodge Cards on your Account bearing your name and/or those of any BTA Lodge Clients.

(b) We reserve the right to:

- (i) require each prospective BTA Lodge Client to complete our application in respect of the Account, including providing any information required to comply with local laws;
- (ii) carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you. These agencies may retain record of such checks, including information regarding the conduct of your Account and payment history, which may be used (subject to applicable law) by us and other firms and organizations in making credit decisions about you, including for preventing fraud or tracing debtors; and
- (iii) decline to issue, renew or replace an Account or BTA Lodge Card to any person; cancel or suspend the use of an Account or BTA Lodge Card at any time either generally or in relation to a particular transaction.

(c) You are solely responsible for selecting and notifying us of the names or persons to whom you request we issue BTA Lodge Cards. We may deem any applicant referred to us by you as approved by you.

(d) We will provide to you upon request, any BTA Lodge Client application forms then in effect. We reserve the right at our sole discretion to change BTA Lodge Client application forms at any time and to establish additional or different requirements for BTA Lodge Client applications, and we will notify you accordingly.

(e) In the event that a BTA Lodge Client ceases to engage your services or engages a different Travel Management Company, you shall be responsible for notifying us as soon as possible and we shall cancel the BTA Lodge Cards on your Account bearing the name of such BTA Lodge Client.

3. **Use of the Account**

- (a) Use of the Account and BTA Lodge Card must be in accordance with this Agreement and within the validity dates as provided.
- (b) Other than as authorized by you, you must not give the BTA Lodge Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.
- (c) You must designate an individual as the program administrator to manage the Account that you establish with us. You must use the Account and any BTA Lodge Card only for your business use i.e. to pay Merchants for goods and/or services for travel and in accordance with our policies and procedure.
- (d) Any goods, tickets or services obtained with the Account or any BTA Lodge Card must not be returned for a cash refund, but may be returned to a Merchant for credit to the Account if the Merchant agrees or is obliged to do so.
- (e) You shall not obtain a credit to the Account or any BTA Lodge Card for any reason other than as a refund for goods or services previously purchased.
- (f) The Account or any BTA Lodge Card must not be used for any reason if you do not honestly expect to be able to pay the Charges to your Account in full on receipt of your monthly Statement.
- (g) You must cease using the Account or any BTA Lodge Card and notify us immediately if an application is filed for your winding up, or if you pass a resolution for your liquidation or have a liquidator, administrator and/or receiver appointed to you or over any of your assets.
- (h) You acknowledge and agree that we have the right to refuse authorisation of 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.
- (i) The Account and any BTA Lodge Card may not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Singapore or any country where the Account is used or where goods or services are provided.
- (j) You agree to provide us with all information available and to co-operate with us in any investigation concerning the use of the Account or any BTA Lodge Card or collection of Charges. This provision will continue in force after the Account or any BTA Lodge Card is cancelled and/or this Agreement terminated.
- (k) The Account and any BTA Lodge Card remains our property at all times.

4. **Payment**

- (a) You agree to pay all Charges shown on each monthly Account Statement on receipt.
- (b) Each monthly Statement of Charges shall be deemed to have been received by you upon the date of the actual receipt or the seventh day following its dispatch by us. In the event of non-receipt of our monthly Statement, you shall be liable to make payment of the Charges within 21 days of incurring the Charge or earlier if requested by us. Failure to pay on time and in full is a material breach of this Agreement. 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.
- (c) Payments will be credited to the relevant Account when received, cleared and processed. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. Sufficient time must be allowed for us to receive, clear and process payments by the due date taking into account weekends and public holidays, when we and/or your or our payment services provider may not be open for business.
- (d) You agree not to deduct or withhold, without our prior written approval, any amount shown on the Account Statement or data feed. You shall pay us the full amount shown on the Account Statement or data feed irrespective of whether you are or intend to dispute an amount(s) contained on your Account Statement or data feed. If you believe any Charge shown on a Statement is in error or in dispute, you may request and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed Charge while we investigate the error or you seek to resolve the dispute. Should the dispute be resolved in your favour, we shall credit the amount(s) that were previously disputed to your Account and it will appear on the next issue of your monthly Account Statement.
- (e) We may, in our sole discretion, accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do, we shall not lose any of our rights under this Agreement or at law, including the right to payment in full, and it does not mean we agree to change this Agreement. We may credit part payments to any of the outstanding Charges.
- (f) You must always pay us in Singapore Dollars, unless we agree otherwise in writing.
- (g) A certificate signed by one of our officers stating the amount that you owe us under this Agreement 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.

**5. Liability**

- (a) You are liable for all Charges incurred on your Account or any BTA Lodge Card.
- (b) You are however not liable for Unauthorised Charges on your Account or any BTA Lodge Card except in the following circumstances:
  - (i) you breached the terms of your Agreement with us (in particular the "Use of the Account" clause); and/or
  - (ii) you contributed to, or were in any way involved in or benefitted from the theft, loss or misuse of the Account or BTA Lodge Card, and/or
  - (iii) you have delayed notifying us as required under "Liability" sub-clause (d), in which case you will be liable for all Unauthorised Charges until you did notify us.

By way of example, if you acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.

- (c) You agree to notify us if an Account or BTA Lodge Card is at risk of being misused.
- (d) You agree that the Account and any BTA Lodge Card is issued solely for authorized purposes as permitted by your policies and procedures and promptly report any misuse of the Account or any BTA Lodge Card to us.

**6. Account Limits**

- (a) We reserve the right at our sole discretion to establish Account limits for any Account and/or jointly in connection with other accounts or arrangements that you or your Affiliates may have with us or our Affiliates. We may, at our sole discretion, change any Account limit. We will inform you prior to or simultaneously with the establishment of, or change to, an Account limit.

You agree to regularly monitor and manage your Account, including but not limited to implementing internal policies and procedures to control your spending, to ensure Account limits are not exceeded.

- (b) The parties agree you remain liable for all Charges as set out in this Agreement, including Charges incurred in excess of the Account limit.

**7. Communications with You**

- (a) We may provide Statements, notices, disclosures and other communications to you in connection with the Account ("Communications") by post, e-mail or online channels where those have been selected by you.
- (b) We may communicate with you through a designated employee(s), which you accept is a valid Communication from us to you. You authorize any designated employee to act on your behalf for all matters relating to this Agreement and we are entitled to rely on any directions, consents and information received from them.
- (c) All electronic communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if you do not access the Communication on that day.
- (e) If you do not receive a Statement in any month, or cannot access Statements via the Online Service, you shall be liable to make payment within 21 days of incurring the Charges or earlier if requested by us.
- (f) You must inform us of any changes to other information previously provided to us. You must give us any additional information and support documentation relevant to the Account that we request or as required by applicable law. We may charge an additional annual administration fee where any billing address is outside Singapore.
- (g) You will be deemed to have received any notice we give under this Agreement seven(7) days after we send it, unless you receive it earlier.
- (h) Notices required under this Agreement to be delivered to American Express shall be delivered to 1 Marina Boulevard, #22-00, One Marina Boulevard, Singapore 018989.

**8. Problems with Bills or Purchases**

- (a) You are responsible for confirming the correctness of your monthly Statement and, if you notify us immediately of a disputed Charge, 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 you must pay us for all other Charges. 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.
- (b) Unless required by law, we are not responsible for goods or services obtained with the Account or any BTA Lodge Card, or if any Merchant does not accept the Account or any BTA Lodge Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (c) You agree that if requested to do so you shall provide us with written confirmation in relation to the 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 investigation 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.

- (d) If we agree to place any limits or restrictions on the type of Charges incurred on any Account or any BTA Lodge Card, 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.

**9. Lost/Stolen and Misuse of Accounts**

- (a) You must ensure that we are informed immediately by telephone at 18007322566 (or such other number advised by us from time to time) if :
  - (i) there is suspicion that any BTA Lodge Card or the Account is being misused or a transaction is unauthorized; or
  - (ii) there is suspicion that a transaction has been processed incorrectly.
- (b) You agree to cooperate with us in our efforts to control fraudulent use of any Account or any BTA Lodge Card, including but not limited to providing us with any declarations, affidavits and/or copies of any official police reports, as reasonably requested. You agree that we may provide information to the relevant governmental authorities concerning the activities of you and/or any BTA Lodge Client and/or any designated employee under the Account and BTA Lodge Card.

**10. Suspension**

We may immediately suspend an Account if we suspect unauthorized or fraudulent use, or if we believe the Account may not be paid in full and on time and/or for other related reasons. In such cases this Agreement will continue, you will remain responsible for all authorized Charges incurred on the Account. We may also require you to provide us with security in order to avoid suspension of any Account.

**11. Fees and other Charges**

- (a) Fees and Charges applicable to a BTA Lodge Card or Account are described in the attached Fee Schedule and will appear as Charges on the BTA Lodge Card or Account. We reserve the right to make changes to the Fee Schedule as provided under the Clause "Changes to this Agreement".
- (b) Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed at the time of accepting the service.
- (c) We may also charge fees to the Account for service that we provide to you that are not covered in the Agreement.
- (d) If we receive a direct debit or other payment instrument which is not honoured in full, you agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees except as prohibited by law.

**12. Late Payment Charges**

- (a) If you do not pay your Account in full upon receipt, you are in default. Therefore you acknowledge that we may suspend or cancel charge privileges on your Account, and you agree that late payment charges may be incurred as follows:
  - If we do not receive full payment of the 'Total due' billed in the monthly Statement no later than 15 days after the next Statement, the unpaid balance will be identified as an '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.
  - An overdue amount may include any unpaid late payment charges billed on previous Statements
  - We are entitled to charge you a late payment charge as stated in the Fee Schedule on any Charge appearing in an Account statement for which we have not received full payment by the date of the next statement.

**13. Terms And Termination**

- (a) The initial term of this Agreement starts on the date it is signed by all parties and, subject to (b) and (c) shall continue in force until and unless terminated by any party giving the other parties 3 months notice.
- (b) Any party may terminate this Agreement or an Account 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 without limitation, receivership, liquidation or voluntary administration, or if it ceases to carry on business in Singapore.
- (c) We may also terminate this Agreement or an Account immediately by notice in the event of your material breach of this or any other agreement between us or with any of our Affiliates, or in the event that we deem levels of fraud or credit risk on any Account to be unacceptable to us.

- (d) If this Agreement is terminated for any reason, we shall suspend the Account. You must pay us immediately for all outstanding Charges and on any amounts you owe us on any Account or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only cancel an Account after you have paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a cancelled or suspended Account.
- (e) You agree to indemnify us for all reasonable cost incurred in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- (f) We reserve the right at our sole discretion to cancel or suspend any Account in accordance with the Agreement without notice to you.
- (g) You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal or cancellation of an Account requested by you.

**14. Changes to this Agreement**

- (a) We may change the terms of this Agreement at any time by giving thirty (30) days' prior notice to you. You will consider to have accepted the notified changes if you keep or use the Account thereafter.

**15. Confidentiality**

- (a) All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance of the Program or as otherwise expressly provided in this Agreement or agreed in writing between the parties.
- (b) The parties shall treat this Agreement as confidential and may not disclose any of its contents to any third party without the other party's prior written consent, or unless legally required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- (c) We may name you as an American Express customer for public relations and marketing purposes.
- (d) This provision shall survive the termination of this Agreement.

**16. Limitation of Liability**

- (a) Notwithstanding any other provision in this Agreement, in no event shall we, our direct or indirect subsidiaries, controlled affiliates, agents, employees or representative be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this Agreement.
- (b) Except where required by law, we will not be responsible to or liable to you for any loss or damage arising in relation to:
  - (i) delay or failure by a Merchant to accept the Account, the imposition by a Merchant of conditions on the use of the Account or the manner a Merchant's acceptance or non acceptance of the Account;
  - (ii) goods and/or services purchased with the Account, or their delivery or non-delivery; or
  - (iii) our declining to authorise any Account transaction, including our action to revoke or suspend privileges on any Account.

**17. Force Majeure**

None of the parties nor American Express's third party suppliers and licensors will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their reasonable control including without limitation, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft, acts of terror, or labour disputes or strikes. This provision survives termination of this Agreement.

**18. Assignment of this Agreement**

- (a) We may assign, transfer, sub-contract or sell our rights, benefits, or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party and you consent to this without us having to notify you.
- (b) If we do so, or intend to do so, we may give information about you and the Account, including confidential information about you, the Account or this Agreement to the relevant third party or Affiliate.
- (c) You may not assign, change or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this section shall be void.

**19. 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.

**20. Applicable Law & Jurisdiction**

- (a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement are governed by the laws of Singapore.
- (b) The courts of Singapore will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relations to this Agreement and you agree that Singapore is the appropriate jurisdiction for the determination of any dispute.

**21. 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:

- (a) other companies in the American Express group or its licensees worldwide including any party whose name or logo appears on the American Express Cards;
- (b) third parties who process transactions submitted by merchants on the American Express network where the Account is used worldwide;
- (c) third parties employed by American Express to provide it with administrative services in connection with the operation of Accounts and marketing of Account services;
- (d) processors and suppliers and to organisations who accept the Account 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 programs enrolled by you or your employees, representatives or BTA Lodge Clients (as the case may be);
- (e) where applicable, the American Express BTA with Virtual Payments Facilitator, in order to facilitate BTA Lodge Card Account with Virtual Payments transactions;
- (f) the providers of services and benefits associated with the Account;
- (g) consumer credit bureaus, collection agencies and lawyers;
- (h) parties who distribute the American Express Cards;
- (i) any other co branded partners of American Express;
- (j) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere;
- (k) anyone to whom we may transfer contractual rights; and
- (l) 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 :

- (a) delivering our products and services to you, including the management and operation of the Account;
- (b) improving our products and services and to conduct research and analysis;
- (c) managing risk 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 program 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 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 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 organizations in accordance with their legal powers and obligations.

*Electronic or Telephone Communication.* If you or your employees, representatives or BTA Lodge Clients (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 clause) in countries outside Singapore when you or your employees, representatives or BTA Lodge Clients (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 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 the Account and to update and correct such information. You agree that we 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.

**22. Set-Off**

We shall be entitled to deduct and offset any amounts we or our Affiliates owe to you or any of your Affiliates under this or any other agreement.

**23. Subrogation**

If a Merchant or supplier does not provide you with the goods or services charged to the Account, we may at our discretion credit the Account for the amount charged. If we do so, you hereby appoint us your attorney to pursue any right you may have against the supplier in your name but at our cost including but not limited to, voting and proving in any insolvency, administration or commencing any proceedings against the supplier. You agree to assign to us on demand any such rights.

**24. Exchange Control, tax and legal requirements**

- (a) You must comply with exchange control, tax laws and any other laws governing the use of your Account and you agree to indemnify us against any consequence of your failure to comply.
- (b) Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. We may charge to the Account the full amount or a reasonable part of that tax, duty, or other charges (as determined by us) except as prohibited by law.
- (c) The following provisions shall apply in relation to taxes:
  - (i) Taxes are defined to include but are not limited to Goods and Services Tax (GST), Value-Added Tax (VAT) and all other taxes and duties levied or assessed in connection with a supply made under this Agreement.
  - (ii) Taxes that are payable under this clause are due at the same time as any amount payable under the agreement is due.
  - (iii) If any payment under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the amount of any input tax credit the other party is entitled to claim is deducted from that payment.
  - (iv) Where amounts payable under this Agreement are in respect of a taxable supply, the parties will agree to issue a tax invoice in respect of the supply.
- (d) In the event that any of such fees payable to us are subject to withholding taxes, you shall withhold and pay over the required amounts to the tax authorities within the time provided by law, and you will deduct the amount of any such withholding taxes from the fees to be paid to us and shall furnish to us with in thirty (30) days thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.
- (e) Each party shall otherwise be responsible for its own taxes arising in connection with this Agreement.
- (f) We may provide you with reports, management information and/or data feeds for your Account in our standard format. 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 obligation or for any other purpose.

**25. Third Parties**

This Agreement shall be for the benefit of and binding upon all parties and each of our respective successors and assigns and no other party.

**26. No Waiver**

If we fail to exercise or partially exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

**27. Severability**

- (a) If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.
- (b) Modifications under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

**28. Entire Agreement**

This Agreement and any related agreement constitute the entire agreement between us and you regarding the subject matter herein and all prior representations, agreements and understandings are hereby excluded.

**29. Use of the BTA Lodge Card**

- (a) Once your request for an Account has been approved by American Express, we will provide you the BTA Lodge Card Account number and/or the BTA Lodge Card(s) number(s). We will not issue plastic cards to you or any Account users or BTA Lodge Clients for the BTA Lodge Card.
- (b) You agree that the Account will be strictly used for travel purposes and in accordance with your policies and procedures.
- (c) Cash advances cannot be charged to the Account.
- (d) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your Account as appropriate.
- (e) Where you have chosen to enable Business Travel Account Lodge Card Account with Virtual Payments (i.e. BTA Lodge Card Account with Virtual Payments), the following clauses shall also apply:
  - (i) American Express will provide you with one or more BTA Lodge Card Accounts that uses Virtual Account Numbers to pay for Charges arising from travel reservations on behalf of BTA Lodge Clients; and
  - (ii) American Express will enable you to request Virtual Account Numbers from American Express through integration with an American Express BTA with Virtual Payments Facilitator. You may then provide the Virtual Account Numbers to Merchants for the purpose of payment of Charges.
  - (iii) American Express will work with an American Express BTA with Virtual Payments Facilitator in order to facilitate the BTA Lodge Card Account with Virtual Payments transactions.

**30. 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.

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:

- (a) the refund and Foreign Charge may be processed on different days with different rates;
- (b) the refund may be only a partial refund for the Foreign Charge; or
- (c) 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.



FEE SCHEDULE\* – SINGAPORE (SGD)

Products	Fees			
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees	Dishonoured or Returned Payments
<b>Business Travel Account (BTA) or BTA with Virtual Payments</b>	2.5% or SGD 40, whichever is greater, will be charged on any Overdue amount	2.95%	N/A	SGD 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.

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