



Corporate Services

This document has been designed to assist the Guarantor when completing a Guaranty of Payment Agreement or Amending the Guaranty of Payment Schedule 1. All items needed to complete or amend the Guaranty are outlined below.

Guaranty of Payment Agreement Requirements

- 1) Cardmember/Applicant Information (to be completed for Guaranties with Designated Cardmembers only):
 - ◆ Corporate Card Account Number (not applicable to new applicants)
 - ◆ Social Security Number (not applicable to foreign citizens)
 - ◆ Last Name, First Name
- 2) A total “Open to Buy” cumulative spending limit (for Guaranties with Limits only)
- 3) Client Information (to be completed for Guaranties at Basic Control Account (BCA) level only):
 - ◆ Corporate Card Basic Control Account Number
 - ◆ A total “Open to Buy” cumulative spending limit (for clients who wish to define one limit for all accounts which are covered by the Guaranty).
- 4) Guarantor information
 - ◆ Full Legal Name of Corporation
 - ◆ Signing Guarantor
 - ◆ Title
 - ◆ Date

Text within the Guaranties cannot be altered.

Guaranty of Payment Agreement Schedule 1 Amendment Requirements for Clients with an existing Guaranty

- 1) Cardmember/Applicant Information:
 - ◆ Last Name, First Name
 - ◆ Social Security Number (not applicable to foreign citizens).
 - ◆ Corporate Card Account Number
 - ◆ Change in “Open to Buy” cumulative spending limit.
- 2) Guarantor information:
 - ◆ Full Legal Name of Corporation
 - ◆ Signing Guarantor
 - ◆ Title
 - ◆ Date

Guaranty of Payment Agreements and Guaranty of Payment Agreement Schedule 1 Amendments should be sent to the appropriate group:

**American Express Corporate Services - AEDR
18850 N 56th Street
MC 08-03-01
Phoenix, AZ 85054**

If you have any additional questions, please contact your Corporate Account Administrator.



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GUARANTY OF PAYMENT AGREEMENT FOR INDIVIDUAL ACCOUNTS WITH LIMITS

The undersigned business entity ("Guarantor"), as an inducement to American Express Travel Related Services Company, Inc. ("American Express") to issue American Express® Corporate Cards (referred to herein, together with any renewal or replacement thereof, as "Corporate Cards") to those persons specifically listed on Schedule 1 to the Guaranty, if applicable, by Guarantor, as each may be amended from time to time ("Designated Corporate Cardmembers(s)"), hereby absolutely and unconditionally guarantees to American Express, its successors and assigns, the full and complete payment of all amounts including, without limitation, purchases, cash advances, fees, American Express® Travelers Cheque encashments and delinquency assessments, charged to Corporate Cards (collectively, "Charges") issued to Designated Corporate Cardmembers on or before the due date indicated in the Statements. Charges shall also include any fraudulent charges for which Guarantor has assumed liability pursuant to the agreement between American Express and Guarantor that governs Guarantor's participation in the Corporate Card Program (the "Corporate Card Account Agreement"). Each Designated Corporate Cardmember shall be assigned a dollar limit, exclusive of delinquency charges ("Limit") with respect to the maximum aggregate amount of Charges each Designated Corporate Cardmember shall be permitted to incur hereunder, as set forth across from such Designated Corporate Cardmember's name on Schedule 1 hereto, as may be amended from time to time. Guarantor's liability hereunder shall not exceed: 1) with respect to any individual Designated Corporate Cardmember, the Limit applicable to such Designated Corporate Cardmember as specified herein, and 2) with respect to all Designated Corporate Cardmembers, the cumulative sum total of the Limits applicable to the total number of Designated Corporate Cardmembers hereunder or any amendments hereto; plus any and all reasonable attorneys' and other fees, costs, and reasonable expenses incurred by American Express in connection with collection of the Charges and related amounts owing to American Express or the enforcement of this Guaranty. Guarantor's liability for Charges in excess of the Limit will be governed by the Corporate Card Account Agreement. Notwithstanding anything herein to the contrary, Guarantor acknowledges that, in the event the Limit is exceeded due to circumstances involving the reduction of the Designated Corporate Cardmember's outstanding Charges followed by a refusal of a payment from a financial institution resulting in a Designated Corporate Cardmember's outstanding Charges exceeding the Limit, the Limit shall include such larger outstanding balance. Guarantor understands that, unless the applicable Corporate Card account is canceled by the Guarantor, the Designated Corporate Cardmember or by American Express, renewal Corporate Card(s) will automatically be issued to each Designated Corporate Cardmember on a periodic basis. The Guaranty is personal to the Designated Corporate Cardmember and shall remain in full force and effect until terminated by the Guarantor in accordance with the terms of this Guaranty and the satisfaction of all outstanding Charges. Solely for purposes of clarification and not to limit the coverage hereunder, the Guaranty shall relate to a Designated Corporate Cardmember, for example, so long as they are employed by Guarantor, regardless of the Corporate Card and related account(s) designated to such Designated Corporate Cardmember.

Guarantor agrees that its liability hereunder shall not be released, diminished, impaired, reduced or affected in any way by any release or partial release of the liability of any Designated Corporate Cardmember for the payment of any part or all of the Charges; any neglect, delay, omission, failure, or refusal of American Express to take or prosecute any action for the collection of the Charges; or any modification or amendment of any other agreement in connection with any Corporate Cards. Guarantor expressly waives acceptance by American Express of this instrument, presentment of the Charges for payment, notice of any kind in bringing and prosecuting any action on the Charges, and diligence in connection with the collection of the Charges.

Subject to the Limit, Guarantor unconditionally and absolutely guarantees the payment of the full amount of the Charges and any delinquency charges and all reasonable attorneys' fees, court costs and other reasonable costs and expenses incurred by American Express in connection with the collection of the Charges, regardless of any act or omission of American Express or any party with reference to any part of the Charges; and Guarantor agrees that American Express shall have the right of action against the Guarantor once American Express has given notice of default to the Designated Corporate Cardmember; provided, however, American Express is not required to exhaust its remedies against the Designated Corporate Cardmember before American Express may enforce this Guaranty against the Guarantor. American Express shall not be liable or accountable in any respect for any act or omission on the part of American Express in connection with any of the matters mentioned herein.

Guarantor acknowledges and agrees that American Express shall have the right, in its sole and absolute discretion, to revise the Limit as set forth on Schedule 1, as may be amended from time to time, with Guarantor's mutual agreement. Such right may extend to each of the Designated Corporate Cardmembers or in relation to the Guarantor as a whole and apportioned to each Designated Corporate Cardmember, as determined by American Express in its sole and absolute discretion.

The Guaranty may be terminated by the Guarantor, in its entirety or with respect to any individual Designated Corporate Cardmember, by giving 30 days prior written notice by registered mail, return receipt requested, air courier, or overnight delivery to American Express Corporate Services, AEDR, 18850 N 56th Street, MC 08-03-01, Phoenix, Arizona 85054. Guarantor shall remain primarily liable



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hereunder for payment in full for all Charges incurred on or before the thirtieth day after American Express receives such termination notice at the above-specified address.

Guarantor hereby represents and warrants that (i) it has undertaken any and all required corporate action including, without limitation, any necessary company resolutions required to make this Guaranty binding on Guarantor, its successors and assigns, (ii) this Guaranty, when executed by Guarantor, shall be binding upon Guarantor, its successors and assigns, and (iii) that the individual executing the Guaranty has the power and authority to execute such documents and bind the Guarantor hereto. The Guarantor hereby authorizes American Express to obtain and receive credit information about it and/or any Designated Corporate Cardmember set forth on Schedule 1 hereto, as may be amended from time to time. This Guaranty shall for all purposes be governed by the laws of the State of New York without regard to the choice of law doctrine of such state.

Guarantor hereby waives any defenses arising by reason of any disability or other defense of any Designated Corporate Cardmembers or by reason of cessation from any cause whatsoever of the obligations of any Designated Corporate Cardmembers. The parties agree to indemnify, defend and hold harmless each other, their officers, directors, employees, affiliates and subsidiaries from and against any loss, cost, or expense arising out of the assertion by either party of any defense to its obligation(s) with respect to this Guaranty.

Guarantor acknowledges and agrees that it is not eligible to and shall not waive its liability for any Charges under American Express' Waiver of Liability policy. To the extent that the provisions of this Guaranty conflict with the provisions of the Corporate Card Account Agreement or any other agreement between American Express and Guarantor, or any agreement between American Express and any Designated Corporate Cardmember, the provisions of this Guaranty shall govern.

Guarantor (Print full legal name of corporation)

By (Signature)



Name (Print)

Title

Date



Corporate Services

Schedule 1

to the Guaranty of Payment Agreement for Individual Accounts with Limits

Guarantor hereby agrees that the employees of Guarantor (or Guarantor's affiliates) specified below shall be deemed to be Designated Corporate Cardmembers for purposes of the Guaranty and that the amounts set forth in the "Limit" column below shall be the Limit with respect to the corresponding Designated Corporate Cardmember.

This Schedule 1 and related Guaranty shall be deemed amended solely upon the receipt by American Express of a fully executed Schedule 1 Amendment, signed by a duly authorized representative of Guarantor. A Designated Corporate Cardmember will be removed from Schedule 1 and the Guarantor absolved of the liability set forth in the Guaranty solely upon the receipt by American Express of a fully executed Request for Removal, signed by a duly authorized representative of Guarantor, and upon the satisfaction of all outstanding Charges incurred by such Designated Corporate Cardmember.

Last Name	First Name	Foreign Citizen (Check Box Below)	Social Security Number (not required for Foreign Citizens)	Corporate Card Account Number (not applicable to new applicants)	Overall Limit	Retail Limit
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Guarantor (Print full legal name of corporation)

By (Signature)

Name (Print)

Title

Date