

Global Data Transfer Form

Please complete the information below if you require American Express to send data or data files to client affiliates, client nominated consolidators or Program Administrators.

1. Client Information

Client Registered Name
(Registered address not required):
Master Control Account or Basic Control Account
or American Express Company Number
or Company ID:

If you are an existing American Express Client, please provide this information. If you are a new client, insert TBD.

2. Data Recipients

If you would like to provide additional information, please provide details on Company letter headed paper, dated and signed, and submit with this form. Please include your Client account number on the attached document.

Client Affiliates

Please provide details of the client affiliates that you wish American Express to send data or data files on your behalf. For definition of affiliate please see footnote at end of page 3*.

Client Affiliate Name:

Client Affiliate Address:

Postal Code / Zip Code:

Country:

Client Affiliate Name:

Client Affiliate Address:

Postal Code / Zip Code:

Country:

Client Affiliate Name:

Client Affiliate Address:

Postal Code / Zip Code:

Country:

Nominated Consolidator

Please tick the box to indicate the nominated consolidator(s) that you wish American Express to send data or data files on your behalf.

Consolidator:

Concur Technologies, Inc
601 108th Ave NE, Suite 1000
Bellevue, WA 98004

BCD Travel USA LLC
Six Concourse Pkwy N, Suite 2400
Atlanta, GA 30328-0000

IBM Corporation
150 Kettletown Road,
Southbury, CT, 06488

If the consolidator(s) is/are not listed above please provide further details below.

Consolidator Name:

Consolidator Address:

Postal Code / Zip Code:

Country:

Consolidator Name:

Consolidator Address:

Postal Code / Zip Code:

Country:

Terms and Conditions

1. American Express Travel Related Services Company, Inc., and/or its subsidiaries, affiliates or licensees (collectively “American Express”), and the client identified in section 1 of the form above, and/or its parent, subsidiaries or affiliates (collectively the “Client”), have entered into one or more agreements for the provision of a corporate payment program(s) by American Express (the “Services”).

2. Client hereby requests and authorizes American Express to transmit and/or provide access (“collectively, “Transfer”) to certain data related to Client’s and its affiliates’ individual employees, contractors or agents who use the Services (such employees, contractors or agents shall collectively be referred to as the “Individuals” and such data shall be referred to as the “Data”) to Client, one or more affiliates of Client, to Client’s third party processor identified in section 2 of the form above, (the “Consolidator”) and/or to the entity that employs an administrator of an American Express Corporate Payments Program(s) identified in section 2 of the form above (“PA Employer”) for the purpose of creating management information or business related reports to be made available to the Client and certain of its affiliates and/or its and their respective employees, contractors or agents and/or for the purpose of administering on all permitted aspects of an American Express Corporate Payments Program(s) (the “Permitted Purpose”). The Transfer shall include Data related to the Services provided in the countries listed in section 2 hereto. Client may update section 2 from time to time upon written notice to American Express. This authorization may be revoked by Client by providing prior written notice to American Express.

3. In consideration of the Transfer of Data by American Express to the Client, Client Affiliate, Consolidator and/or PA Employer, Client hereby represents and warrants to American Express that:

(a) it has complied with and will continue to comply with all applicable rules, regulations, judicial or governmental authorities (“Laws”) to authorize the Transfer of the Data as provided for herein;

(b) it will ensure that the Client Affiliate, Consolidator and/or PA Employer (i) complies with all applicable data protection and privacy Laws; (ii) puts into place and maintains appropriate data security measures to ensure that the Data is protected against loss, damage, destruction or any form of unauthorized or unlawful processing and/or access; (iii) keeps and treats the Data as confidential and limits access to the Data to those of the Client Affiliate, Consolidator’s and/or PA Employer’s employees, contractors and agents who have a justified need to know for the purpose of performing the Permitted Purpose; (iv) does not use, process or disclose the Data, or any proprietary information of American Express disclosed in connection with the Transfer of Data, except to the extent reasonably necessary for the performance of the Permitted Purpose; (v) advises the Client immediately of any unauthorized or unlawful processing of or access to the Data; and (vi) promptly destroys all such Data once the use of the Data is completed or ended according to applicable data protection legislation/privacy requirements;

(c) it has the authority from the Individuals or the Individuals of its parent, subsidiaries and affiliates to request the Transfer of Data on a global basis. To

the extent that applicable Law requires additional consents from the Individuals, the Client shall ensure that such consents are obtained and shall provide copies of such consents to American Express upon request. Client and/or its parents, subsidiaries or affiliates shall inform the Individuals about the Transfers, through the appropriate means of communication, determined by Client;

(d) if the Transfer involves Data related to the Services provided in Argentina, the following provisions apply: (i) the Client’s Argentinean affiliate guarantees that it has obtained the consent of the Individuals to Transfer the Data to one or more of Client’s affiliates, Consolidator and/or PA Employer; (ii) the Client’s Argentinean Affiliate hereto declares and acknowledges that this Global Data Transfer Form has no economic value and that as a consequence thereof, neither the Client’s Argentinean Affiliate nor American Express owes any monetary consideration to each other as a consequence of the execution of this Global Data Transfer Form.

4. Client agrees that American Express will effectuate the Transfers upon Client’s request with no liability for the further processing undertaken by the Client Affiliate, Consolidator and/or PA Employer. Further, should Client request American Express to Transfer historical Data, Client agrees that American Express will operate such Transfers retroactively to the date requested by Client and American Express shall have no liability for the further processing undertaken by the Client Affiliate, Consolidator or PA Employer.

5. Client will promptly, and without undue delay, notify American Express in writing in the event that the Client becomes aware of any unauthorized or unlawful access to, use of or disclosure of the Data.

6. Client agrees that American Express has the right to refuse to Transfer the Data to the Client, Client Affiliate, Consolidator and/or PA Employer if, in American Express’ opinion, the Client, Client Affiliate, Consolidator and/or PA Employer or any third party technology and/or service hosting provider used by Consolidator fails to abide by global data protection legislation and privacy standards or American Express’ data protection and/or privacy standards.

7. Client agrees to indemnify, defend and hold American Express harmless from and against all claims, suits, demands, actions, proceedings and litigation (collectively, “Claims”) relating to activities undertaken by American Express pursuant to this Global Data Transfer Form, including without limitation: (i) the Transfer of Data as authorized by Client, (ii) the failure of Client’s affiliates and its employees, contractors, officers, agents and/or subcontractors to comply with the provisions set forth in section 3(b) above, and/or (iii) the failure of Consolidator and/or PA Employer, and its employees, contractors, officers, agents and/or subcontractors to comply with section 3(b) above; provided, however, that this indemnification shall not apply to the extent that the aforementioned Claims are caused directly by the negligent or wrongful performance by American Express of its obligations under this Global Data Transfer Form. Notwithstanding anything in this Global Data Transfer Form to the contrary, neither party shall be liable to the other party for any special, incidental, indirect, consequential, punitive, or exemplary damages of any kind arising from this Global Data Transfer Form or relating to the obligations hereunder.

*Affiliate means any entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies on an entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute “control” of the entity.