

American Express® Business Travel Account

Set-Up Form

Hong Kong

HK_BTA_12/25

Please ensure all the application details are completed in English.

Please sign your account signature next to any corrections you make on this application.

△Optional

Account Set-Up Information

American Express Salesperson: _____ Telephone Number: _____

Name of your Travel Agent: _____

Address of your Travel Agent: _____

Travel Agent Code: **□ □ 8 1**

Travel Office Code: **2 0 6 □ □ □ □ □**

Approximately how many people travel regularly? _____

Annual Estimated Spend: Air HK\$ _____ Others HK\$ _____ Total HK\$ _____

Reporting Information For Companies

1. Does your Company have an American Express Corporate Card account? Yes Currently Applying No

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

If No, would you please provide the following?

-First month of financial year: _____

-Cut-off cycle (0-9): _____

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

If Yes, the Corporate ID number is: _____

Information About Your Company

Business Legal Name: _____

Trading Name (if different from above): _____

Entity Type: Public Company (Listed) Public Limited Company Private Limited Company Limited Liability Partnership

Sole Trader Public Sector Government Body Corporation Partnership Unincorporated Bodies

Associations Trust Clubs Societies Registered Charity Religious Bodies Institutes

Other: _____

Registered Address: _____

Principal Place of Business is the same as the Registered Address above

Principal Place of Business (If different from the Registered Address above): _____

Country of Registration: _____

Telephone Number: _____ Fax Number: _____

Company Registered Number: _____ Paid-up Capital: _____

Nature of Business: _____ Date of Incorporation: M / D / Y Y Y

Name and Address of Parent Company: _____ Telephone Number: _____

Bank Name and Branch Address: _____

Account Type: _____ Account Number: _____

Purpose of Credit – please tick (✓) one box

Day-to-Day Business Expense Cash Flow Needs Travel and Entertainment Tax Payments Others

Management Reporting Options

@ Work Online Program Management

I would like to enrol for @ Work Online Program Management Yes No

I would like access to: Standard Report Customised Reporting

PLEASE COMPLETE THE FOLLOWING FOR MANAGEMENT REPORTING OPTIONS SET-UP

Program Administrator's / Reporting Recipient's Details

Name (Mr/Ms): _____

Position: _____

Address: _____

Telephone Number: _____ Fax Number△: _____

Email Address: _____

@Work Enrolment for Online Statements

PLEASE COMPLETE THE FOLLOWING FOR BTA AND STATEMENT SET-UP

Required Information	Explanations	Information
BTA Account Set-Up Name (30 Characters)		
TRIP REQUISITION (Max 20 characters)	Provide the information (GL Code, Cost Centre, Client Code, Employee ID, etc.) to be referenced on the statement, if applicable. e.g. Approval Number: AJ769	
CUSTOMER REFERENCE (Max 20 characters)	Provide the information (GL Code, Cost Centre, Client Code, Employee ID, etc.) to be referenced on the statement, if applicable. e.g. Cost Centre: 1002	
JOB NUMBER (Max 20 characters)	Provide the information (GL Code, Cost Centre, Client Code, Employee ID, etc.) to be referenced on the statement, if applicable. e.g. Project Code: 329642TOG	
COMMENT (Max 45 characters)	Provide the information (GL Code, Cost Centre, Client Code, Employee ID, etc.) to be referenced on the statement, if applicable. e.g. Employee ID: YE56870	
e-Data Required	Tick if you require Monthly, Weekly or Daily e-Data	<input type="checkbox"/> Monthly <input type="checkbox"/> Monthly & Daily <input type="checkbox"/> Monthly & Weekly
BTA Reports	Select applicable @ Work BTA reports	<input type="checkbox"/> All Reports <input type="checkbox"/> Spend Comparison <input type="checkbox"/> Traveller Analysis <input type="checkbox"/> Customer Reference <input type="checkbox"/> Top 10 Air Routings <input type="checkbox"/> Trip Requisition

Primary Statement Recipient

Name _____

E-mail* _____

Phone Number _____

Address _____

* Please ensure you provide correct email address to ensure you receive statement notification email.

Do you have an existing @Work User ID? Yes 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.)

Verification pin: (must be 4 numeric characters)

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.

Conditions of Use

IMPORTANT

Before you use the American Express Business Travel Account, please read these Conditions thoroughly.

If you use the Account, you will be agreeing to these Conditions and they will govern your use of the Account.

If you do not wish to use the Account, please notify American Express in writing by registered mail on Company letterhead signed by an authorised person, to: The Manager, Business Travel Account, American Express International, Inc. 18/F., 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

You acknowledge that you will use the Account for business purpose only.

1. DEFINITIONS

"You", **"your"** and the **"Company"** means the firm, corporation, partnership or other entity requesting an American Express Business Travel Account.

"We", **"our"** and **"us"** and **"Amex"** means American Express International, Inc.

"The Account", **"Account"** and **"BTA"** means American Express Business Travel Account.

"Charge" means scheduled airline tickets, departure taxes, travel insurance premiums, visa fees, and other travel charges, as may be designated by Amex from time to time.

"Travel Office" refers to your designated Travel Agency.

"Account User" means an individual authorised by you to make travel reservations and thereby incur Charges on an Account.

"ROC" refers to Record of Charge. A Record of Charge evidences the purchase price of any Charge.

"Online Service" means any online service that we make available to the Company in order to review Account Charges.

"Statement" means a periodic listing of Account Charges due for payment, including online statements, paper statements, electronic data files and other electronic data.

A **BTA** is a business account, which enables the Company to centralise Charges booked through a Travel Agent and to be billed each month for the Charges by Amex.

2. LIABILITY FOR CHARGES

- a) You are solely liable to pay us for all Charges billed to the Account.
- b) You are not liable for unauthorised Charges on any Account, which means Charges that did not benefit either you or the Account User and were incurred by someone who was not the Account User and who had no actual, implied, or apparent authority to use the Account.
- c) You must notify us as soon as you become aware or have reason to suspect that an Account is at risk of being misused.
- d) The Company agrees to indemnify Amex for any non-business use of the BTA except where such charges are unauthorised as set out in clause 2.b.

3. USE OF THE BTA

- a) Once the Company's request for a BTA has been approved by Amex, we will provide you with a BTA number. Amex will not issue plastic cards to the Company or any Account Users for BTA.
- b) The Travel Office will accept Charges from Account Users of the Company (as referred to in Condition 7) and bill them to the Company's BTA. The Travel Office will prepare appropriate Record of Charge forms ("ROC") showing the BTA number quoted by the Company.
- c) Upon receipt of a ROC, Amex shall debit or credit the amount of the Charge to the Company's BTA, as appropriate.
- d) Amex shall make available to the Company via the Online Service ("the Service"), a monthly statement of Charges, for payment.
- e) It is the Company's responsibility to take the necessary steps to enrol in the Service so that it has access to these statements.
- f) Amex is not responsible for any mistake, delay, loss, charge or penalty that arises because the Company has not taken steps to enrol in the Service.
- g) The Company agrees to be bound by the normal terms and conditions governing the booking of travel at any Travel Office. This shall include, but is not limited to the obligation to pay applicable cancellation fees. With respect to the handling of the BTA or of any Charge, the BTA conditions take precedence.
- h) You must not use the BTA if an application to wind-up the Company has been made by any person (unless the application has been dismissed), or if the shareholders of the Company pass a resolution for its liquidation or if the Company has a receiver, receiver and manager, administrator or provisional liquidator appointed over it or any of its assets.
- i) You must not use the BTA if you do not honestly expect to be able to pay your Account in full on receipt of your monthly statement.
- j) You acknowledge and agree that we have the right to refuse authorisation for any Charges without cause or prior notice and that we shall not be liable to you or anyone else for any loss or damage resulting from such refusal.

4. PAYMENT OF CHARGES

- a) You agree to pay all Charges shown on each monthly Account statement once it's available to you for review.
- b) You agree not to deduct or withhold, without our prior approval, any amount shown as due on any Account statement. You will always pay us the full amount shown on the Account Statement irrespective of whether you have, are or intend disputing an amount(s) contained on your Account Statement. 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.
- c) You must always pay us in Hong Kong Dollars.
- d) Payments will be credited to the relevant Account or Card Member 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. You must allow sufficient time 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 service provider may not be open for business.

5. ONLINE SERVICES AND STATEMENTS

- a) Upon successful enrolment to the Service your statement information for the eligible Business Travel Account(s) you have registered will be available to you through online access only, using the user IDs and passwords provided to your statement recipient(s) by us (your "Security Information"). Whether you are enrolled or not in the Service you will not receive a paper statement for your Business Travel Account(s) unless we have reason to send you one.

Conditions of Use (Continued)

- b) If you do not enrol in the Service you agree that you still remain subject to all of the American Express Business Travel Account Conditions of Use.
- c) You are responsible for obtaining and maintaining your own compatible computer system, software, and communications lines required by you to properly access the Service. We have no responsibility or liability in respect to your equipment. You are responsible for all telecommunications and similar charges incurred by you in gaining access to and using the Service.
- d) We are not responsible for any misuse of the Service by you or anyone else nor for any disclosure of confidential information where you have failed to take reasonable precautions to maintain your Security Information.
- e) We may, from time to time, communicate with you and your statement recipient(s) at the email address(es) you provide us. This may include notifications that new Business Travel Account Statements have been posted to the Service.
- f) i. Whilst we will make commercially reasonable efforts to notify you each time a statement is posted, you are responsible for regularly retrieving your statement for each billing period.
- ii. You are responsible for telling us if your statement recipients' name or contact details (including email address) change.
- iii. If you do not receive your notification e-mail you must obtain your account balance either by logging on to your online services, or calling the Customer Service.
- iv. We will not be responsible in the case the email alert is not received by you for any reason, including due to your email address having changed or being invalid or due to systems failure, interruptions in the communications systems or any other reason outside our control.
- v. The fact that you have not received an email notification or you have not been able to access your statement online does not constitute an exception to your obligation to pay your Business Travel Account balance on time.
- g) We may alter the facilities available under the Service at any time. Where possible, we will inform you of these changes and any corresponding changes to these terms and conditions.
- h) We may terminate, withdraw or suspend the use of the Service at any time. Except where security requires it or in circumstances beyond our control, or in the event of fraud or your breach of these terms and conditions, we will give you prior notice.
- i) Your Security Information is confidential to you and must not be shared with any other person or recorded in an insecure location accessible to anyone else.
- j) You agree that access to the Service is subject to the website terms of use as displayed on the American Express website.

6. LIQUIDATED DAMAGES

- a) If we do not receive full payment of the Charges billed in any monthly statement by the date of the next statement, the unpaid previous balance will be identified in the next statement.
- b) We shall be entitled to charge liquidated damages on any part of the unpaid previous balance, which is not paid within **15 days** of the date of the statement in which that unpaid previous balance is first identified.
- c) Amex may apply liquidated damages, which will be billed in the next statement after that. If this happens, we also charge liquidated damages on all new Charges in the statement where the unpaid previous balance is first identified which remain unpaid by the date of the statement in which liquidated damages are charged.
- d) Unless otherwise agreed by Amex, liquidated damages are charged at a rate of **3.3%** per month (subject to a minimum of **HK\$100**).
- e) Liquidated damages and any unpaid balances which have been previously billed under "Previous Balance" may themselves be included as Previous Balance in any subsequent statement until paid in full.

7. ACCOUNT USERS

The Company must designate in writing Account Users. The Company is responsible for notifying the Travel Office of any changes to that list. Amex shall be entitled to rely upon the accuracy of this or an updated version of this list provided an update is received from the Company on Company letterhead and signed by an authorised officer. Amex shall also be entitled to hold the Company responsible for all Charges incurred on the BTA such authorised individuals or individuals who reasonably appear to be such Account Users.

8. ENFORCEMENT EXPENSES

The Company will indemnify Amex for all reasonable costs in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

9. BILLING ADDRESS

The Company must notify Amex immediately of any change in its name, billing or email address. We may charge an additional annual administration fee where any billing address is outside Hong Kong.

10. LATE OR PART PAYMENTS

Amex may, in its 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 these Conditions or at law and it does not mean we agree to change these Conditions. We may credit part payments to any of the outstanding Charges.

11. DISHONoured PAYMENTS

If Amex receives a cheque, draft, direct debit or other payment instrument, which is not honoured in full, the Company agrees to pay us the dishonoured amount plus our reasonable collection costs and legal fees, except as prohibited by law.

12. CHARGES MADE IN FOREIGN COUNTRIES

- (a) If you make a Charge that is submitted to us in a currency other than Hong Kong Dollars, or if we receive a refund in a foreign currency, that Charge or refund will be converted into Hong Kong Dollars. The conversion will take place on the date the Charge or refund is processed by American Express, which may not be the same date on which you made your Charge or refund as it depends on when the Charge or refund was submitted to American Express. This means that the exchange rate used may differ from the rate that is in effect on the date of the Charge or refund. Exchange rate fluctuations can be significant. If the Charge or refund is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge or refund amount into U.S. Dollars and then by converting the U.S. Dollar amount into Hong Kong Dollars. If the Charge or refund is in U.S. Dollars, it will be converted directly into Hong Kong Dollars.
- (b) Unless a specific rate is either required by applicable law or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the

Conditions of Use (Continued)

American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of **2%**. We call this conversion rate the 'American Express Exchange Rate'. The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates by calling us at the number on the back of your Card.

- (c) You may sometimes be offered the option to settle foreign currency Charges in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not American Express. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the Charges are entered into since settling foreign currency Charges in Hong Kong dollars may involve a cost higher than the conversion commission. Since a Charge converted via the merchant or other third party, will be submitted to us in Hong Kong Dollars, we will not apply a conversion commission.
- (d) The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; and (ii) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

13. PROBLEMS WITH SUPPLIERS

Amex is not liable for any act or omission of any air carrier, or other supplier providing goods or services including any defect or deficiency in goods or services and any representation made in a supplier's brochures or advertisement. The Company must raise any claim or dispute direct with the supplier concerned, and the Company is not entitled to withhold payment from Amex because of such a claim or dispute.

14. CHANGING TRAVEL AGENTS

If you cease using the services of your Travel Office, you may either:

- (i) Request the BTA be closed. Any outstanding amounts on this BTA will require immediate payment. Subject to approval by American Express, you may apply for a BTA for use at your new Travel Office; or
- (ii) Change your designated Travel Office by notifying us in the form and manner specified by American Express. From the statement period following such notification, your BTA statement will contain data submitted by the new Travel Office.

15. TAXES AND DUTIES

You must pay any government tax, duty or other charge imposed by law in any country in respect of the BTA, your use of it, or any other transaction on the Account. We may charge to your Account in advance the full amount or a reasonable part of that tax, duty or other charge (as determined by us) except as prohibited by law.

16. TAX

The Company must comply with any tax laws governing the use of the BTA, and you agree to indemnify us against any consequence of your failure to comply.

17. PRIVACY AND DATA PROTECTION

- (a) You understand and agree that we will process, analyse and use information about you and the use of the Account and may combine that information with information from other sources, for example, in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise Charges and prevent fraud.
- (b) We will keep all information about you, Account User or person designated by you as your point of contact for the Account ("Designated Employees") only for so long as is appropriate for the purposes of this Agreement or as required by law.
- (c) We may disclose information about you and/or Designated Employees to the extent necessary to operate and manage the Account (including any credit bureau, credit reference agency or debt collection agency), to computerised reservation systems, to suppliers of goods and services, to any entity that controls, is controlled by, or is under common control with us, including its subsidiaries, and their appointed representatives and licensees (together, "Affiliates"), and receive such information from these parties for operation by us of the Account.
- (d) We may disclose information about your and/or Designated Employees' use of the Account to our bank or other payment service providers or payment systems selected by us to the extent necessary to permit the invoicing and payment for the Account.
- (e) We may, in accordance with local law, monitor and/or record telephone calls to or from you, either by ourselves or by reputable organisations selected by us.
- (f) For the purposes of this clause, information includes, in respect of individuals, personal information. We will use commercially reasonable efforts to inform Designated Employees regarding our use of their personal information. Upon a Designated Employee's request to our Data Protection Officer (Global Corporate Payments), we will also provide them with information we hold about them. If requested by us, you agree to instruct Designated Employees to update, once a year, their profile information held by us.
- (g) You agree that in order to service your Account we may transfer information including personal information confidentially to our Affiliates and other organisations which issue or service American Express Cards. You also agree that we may transfer personal information to other countries for processing and servicing and that we may disclose personal information to third parties who provide services to us, subject to appropriate conditions of confidentiality.
- (h) You understand that we would also like to use information about you and your Designated Employees and you and your Designated Employees' account(s), for marketing purposes in respect of (1) credit/charge card, insurance and travel related products and services, (2) reward, referral, loyalty or privilege programmes and related products and services, and (3) Cardmember benefits, promotional offers* and products and services offered by American Express International, Inc. ("Amex"), American Express Company and its subsidiaries and affiliates (collectively, "Amex Group"), and Amex's merchants, business partners (including third party insurance companies and reward, loyalty, privilege programmes providers), co-brand partners and affinity groups (such merchants, business partners, co-brand partners and affinity groups, collectively, "Amex Partners"), and may also disclose such information to Amex Group companies and Amex Partners for marketing of the said products, services and subjects. You understand that Amex, Amex Group companies and Amex Partners may from time to time, engage third parties to provide marketing services on their behalf. You agree and/or have procured the agreement of your Designated Employees that we may use any such personal information for marketing purposes. You further warrant and confirm that (a) You have given written notice to your Designated Employees as required under the (Hong Kong) Personal Data (Privacy) Ordinance (Cap 486) (including any amendments, regulations and guidelines thereto), and have obtained the written consent of each of your Designated Employees to the provision of his/her personal data to Amex for the marketing purposes as described above; and (b) the use of your Designated Employees' personal data by Amex as described herein is consistent with the consent which you have obtained from each of the Designated Employees. You also agree to indemnify Amex for any breach of the above warranties.

Conditions of Use (Continued)

It is not obligatory for your Designated Employees to allow their personal information to be used for these purposes and you and/or your Designated Employees have the right to opt-out from such marketing purposes. You and/or your Designated Employees have an opportunity to opt-out from use of their personal information for these purposes in the application form, and may also change your mind at any time by writing and providing your details to Amex.

If you and/or your Designated Employees have agreed that you and/or your Designated Employees' information may be used for marketing purposes, you and/or Designated Employees also agree that American Express, Amex Group companies and Amex Partners may carry out "matching procedures" (as such expression is defined in the Personal Data (Privacy) Ordinance) in Hong Kong or overseas in respect of all or any of such purposes.

- * By "Cardmember benefits" and "promotional offers", we mean products, services, reward, referral, loyalty or privilege programmes and other benefits that may be offered by Amex, Amex Group companies and Amex Partners for the purposes of marketing the Amex Card and the Amex Group companies and/or Amex Partners' businesses. It is not possible to be specific about what these products, services, reward, referral, loyalty or privilege programmes and other benefits may be because Amex Partners are involved in a very wide range of commercial enterprises. However, examples of typical Cardmember benefits and promotional offers include discount offers at hotels, airlines, restaurants, retail and online outlets.
- (i) You agree that we may provide personal information to any organisation whose name, logo or trademark appears on your application for the Account, for planning, product development, research and management information purposes.
- (j) You must obtain the unambiguous and informed consent of all Designated Employees to your supply of their information to us, and to the use of their information in the manner as set out herein except where these persons have already provided their consent directly to us. Where you have provided us with information about individuals, you will also ensure they are aware of their ability to access that information, to advise if it is inaccurate and to opt-out of the use of their information for marketing purposes.
- (k) You agree that information about you, Designated Employees and/or Card Members collected during the operation of the Account may be disclosed to, or used and retained by your employer and its affiliates and their respective service providers and/or processors.
- (l) The person to whom opt-out requests or consents in relation to the use of personal data for direct marketing, requests for access to data or correction of data and for information regarding policies and kinds of data held are to be addressed as follows:

The Data Protection Officer
American Express International, Inc., Hong Kong Branch
18/F, 12 Taikoo Wan Road, Hong Kong

18. CANCELLATION AND SUSPENSION

- a) Either party may cancel the BTA upon giving **30 days** written notice to the other party at the address noted in these Conditions, except we may cancel or suspend your right to use the BTA at any time where we believe there is immediate financial risk to us. For example, but not limited to:
 - unauthorised Charges made to a BTA or
 - the Company fails to pay us any amount when it is due; or
 - the Company fails to comply with these Conditions; or
 - any statement made by the Company to us in connection with your Account is false or misleading; or
 - the Company breaches any other agreement that it may have with us; or
 - the Company ceases to carry on all or a material part of its business; or
 - the Company is, states that it is, or is presumed by law to be, insolvent or unable to pay its debts, or otherwise suspends payment of its debts; or
 - the Company takes a step for the purpose of entering into a compromise or arrangement with any of its creditors; or
 - the Company is a corporation and: a petition for winding-up of the Company is issued, or the Company passes a resolution for its winding-up, or has a receiver or administrator appointed over any of its assets; or
 - the Company is a partnership and: the partnership is dissolved or there is a change in the constitution of the partnership without our prior written consent; or
 - the Company is the trustee of a trust and: the trust terminates (or its beneficiaries resolve to do so), the Company ceases to be the trustee or to hold the trust property in its name or to be able to be indemnified out of the trust property, or commits a material breach of trust.
- b) Upon cancellation of the BTA, the Company's outstanding obligations under these Conditions (including the obligations to make payment for all Charges up to the date of cancellation) shall continue until they have been performed.
- c) If we do suspend the BTA you cannot use the Account in any way until such time as arrangements satisfactory to us have been made for payment of outstanding Charges. If we do suspend the BTA we do not lose any of our rights under these Conditions or at law and these same Conditions shall apply if and when such suspension is lifted subject to Condition 18.

19. CHANGING THESE CONDITIONS

Amex has the right to change these Conditions at any time. We shall notify you of any change. The Company will be bound by these changes unless it notifies Amex in writing that it elects to cancel its BTA. By continuing to use the BTA after notification, you agree to the change.

20. EVIDENCE

A copy of a microfilm of any document relating to your Account with us or produced from data received by us electronically shall be admissible to prove the contents of that document for any purpose.

21. NO WAIVER OF OUR RIGHTS

No forbearance, delay or failure on our part to exercise any power or right under these Conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any further exercise of that or any other power or right.

22. SUBROGATION

If a supplier does not provide the Company with the goods or services charged to the BTA, we may at our discretion credit the BTA for 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.

23. GOVERNING LAW

These Conditions are governed by the laws of Hong Kong, SAR.

Conditions of Use - American Express @ Work®

American Express @ Work®

This section applies where the Company has requested for use of @ Work Services:

(a) Authorised Users

For the purposes of this clause, "American Express" also refers to American Express Travel Related Services Company, Inc. Use of the American Express @ Work Services is restricted to those authorised users designated by Company during the implementation of their American Express @ Work Services ("User(s)"). Company understands that the designation of, and restricting access to, Users is part of the security of their overall American Express @ Work Services data and agrees that Company shall not substitute or replace any User, or add any additional Users, except upon notice to and with the assistance of the applicable American Express @ Work Services Support Team whose responsibility it is to provide for these services. Company shall ensure that all Users comply with the terms and conditions of this Agreement.

(b) Password

Company is responsible for protecting the confidentiality of the User ID(s) and Password(s) assigned to each User by American Express (collectively, the "Password"). Company shall be responsible for any use of the American Express @ Work Services accessed by a Password, whether authorised or unauthorised. American Express shall not be liable for any loss or damage arising from the use or misuse of any Password.

(c) Licence Rights and Terms

Pursuant to these terms and conditions, American Express hereby grants each User a limited, non-transferable, non-exclusive licence to permit Users to access and use the selected American Express @ Work Services for the sole purpose of managing Company's American Express related data and accessing and/or creating reports relating thereto and solely during the term of this Agreement. American Express shall retain all rights to and in the American Express @ Work Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither Company nor the Users may download the American Express @ Work Services. Neither Company nor its Users shall:

- (i) remove any copyright or other proprietary legends from the American Express @ Work Services;
- (ii) sub-license, lease, rent, assign, transfer or distribute the American Express @ Work Services to any third party;
- (iii) alter, modify, copy, enhance or adapt the American Express @ Work Services;
- (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the American Express @ Work Services with any other software or materials; or
- (v) otherwise create or attempt to create any derivative works from the American Express @ Work Services.

Notwithstanding the foregoing, you may download JAVA Applets as applicable based on the American Express @ Work Services selected and you may download, keep or merge reports generated by you through American Express @ Work Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. This licence granted in this section shall terminate with respect to each type of American Express @ Work Services selected by Company upon termination of Company's relevant American Express commercial account agreement(s).

(d) Customer Obligations

Company will comply with all applicable laws with respect to the American Express @ Work Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the American Express @ Work Services with content and data for which Company has all necessary rights.

(e) Termination

Either party may terminate this licence for any reason or no reason by giving the other party **30 days** prior written notice.

American Express may immediately terminate this licence upon written notice to Company if:

- (i) Company fails to pay any applicable fee when due pursuant to the terms of the Company's relevant American Express commercial account agreement(s);
- (ii) Company or its Users breach obligations set forth in this section; or
- (iii) Company or its Users otherwise breach any other terms contained in this Agreement.

Upon the expiration or termination of this licence for any reason, Company shall:

- (i) immediately require that all Users cease using the American Express @ Work Services;
- (ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and
- (iii) within **15 days** after expiration or termination that Company and its Users destroy or return any American Express documentation and confidential information in Company's possession or control to American Express. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Notwithstanding the above, you may download, keep, or merge reports generated by you through the American Express @ Work Services. We retain all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. All terms relating to an American Express Corporate Card or Corporate Purchasing Card Account Agreement will survive the termination or expiration of this licence.

(f) Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. American Express @ Work Services may experience unanticipated downtime or interruptions.

(g) Disclaimer of Warranties

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