

American Express® Corporate Purchasing Card Agreement Hong Kong

HK_CPC_AC_10/23



1. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT

Agreement Start Date:	/ /		
Accounts Requested:	Corporate Purchsing Card	<input type="checkbox"/> Plastic	<input type="checkbox"/> Non-Plastic
Licensed Software:	<div><input type="checkbox"/> SFT</div> <div><input type="checkbox"/> GM1025 Daily Cardmember Spend DataFeed (Free of charge)</div> <div><input type="checkbox"/> GM1022 Monthly Cardmember Spend DataFeed (Free of charge)</div> <div><input type="checkbox"/> GL1205 Cardmember Listing DataFeed (Free of charge)<div><input type="checkbox"/> Daily file</div><div><input type="checkbox"/> Weekly file</div><div><input type="checkbox"/> Monthly file</div></div>		
Licence Fees:	SFT - Secured Transfer Protocol (Free of charge)		

American Express Corporate Purchasing Card Agreement Hong Kong

Please ensure all the application details are completed in English.

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

Please complete the following form in conjunction with your American Express Representative.

Sign it and return it to your American Express Representative.

All fields are MANDATORY and must be completed in black pen and block letters.

1. CORPORATE PURCHASING CARD ACCOUNT AGREEMENT AND SET-UP

Corporate Details

Business Legal Name		
Trading Name (if different from above)		
Company Name to appear on Corporate Purchasing Card (maximum 24 characters)		
Registered Address		
Country of Registration		
Principal Place of Business (if different from above)		
Mailing Address (if different from Company Address)		
Country		
Telephone Number		
Fax Number		
Company Type:		
<input type="checkbox"/> Public Company (Listed)	<input type="checkbox"/> Public Limited Company	<input type="checkbox"/> Private Limited Company
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Public Sector
<input type="checkbox"/> Government Body	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Unincorporated Bodies	<input type="checkbox"/> Associations	<input type="checkbox"/> Trust
<input type="checkbox"/> Clubs	<input type="checkbox"/> Societies	<input type="checkbox"/> Registered Charity
<input type="checkbox"/> Religious Bodies	<input type="checkbox"/> Institutes	
<input type="checkbox"/> Other: _____		

Industry or Nature of Business	
Annual Revenue/Turnover	
Year Company Formed	Number of Employees
Business Registration No.	
Country of establishment/incorporation	
If a Hong Kong Incorporated Company, list name(s) of major Shareholder(s) and Director(s): (If more, please provide as separate document)	
1.	
2.	
3.	
4.	
If a subsidiary of Hong Kong Company, list name(s) of the Parent Company and major Shareholder(s) and Director(s) of Parent Company: (If more, please provide as separate document)	
Country	
1.	
2.	
3.	
4.	

1. CORPORATE PURCHASING CARD ACCOUNT AGREEMENT AND SET-UP (CONTINUED)

If a Registered Foreign Company or a Branch of Foreign Company, state the country in which the Company Trust or Partnership was formed, Registered or Incorporated and list name(s) of major Shareholder(s) and Director(s): (If more, please provide as separate document)

1.	
2.	
3.	
4.	
Country Formed, Registered or Incorporated	
If Partnership the full name and address of all Partners: (If more, please provide as separate document)	
1. First Name	Last Name
Full Residential Address	
Business Email Address	
Date of Birth (one Partner only required)	
2. First Name	Last Name
Full Residential Address	
Business Email Address	
3. First Name	Last Name
Full Residential Address	
Business Email Address	
If a Government body, list the name of Government organisation:	

2. ACCOUNT SET-UP DETAILS

Potential Number of Corporate Purchasing Cardmembers	
Billing Method¹:	<input type="checkbox"/> Company (central) <input type="checkbox"/> Cardmember (individual)
Payment Source²:	<input type="checkbox"/> Company (central)
Payment Method:	<input type="checkbox"/> Company Direct Debit
How is the annual Card Fee Billed³:	
<input type="checkbox"/> Centrally to a Card account <input type="checkbox"/> Individually to Cardmember's account	
If annual Card fees are requested to be billed centrally, please complete Recipient details:	
Recipient Name and Position ⁴	
Recipient Address	
(If different from street address above, must be street address)	
Cycle Cut:	
Date Statements Required ⁵	
When does the Company's Financial Year Start?	
Common Anniversary Date⁶ (for Card Fees and Card renewal)	<input type="checkbox"/> Yes, if so, which Month

2. ACCOUNT SET-UP DETAILS (CONTINUED)Card Distribution?: ☐ Centrally**For central Card distribution, please complete Recipient details:**Recipient Name and
Position⁶

Recipient Address

(Must be street address) (If different from the company address above)

3. PRIVACY

- (i) You agree that we may collect, use and transfer personal information about Cardmember/Account Users in accordance with the terms set out in our Cardmember Application Form, Cardmember Agreement, the American Express International, Inc., Hong Kong Branch's Notice to Customers relating to the Personal Data (Privacy) Ordinance and/or the General Terms and Conditions attached here.
- (ii) You agree that we may conduct customer research, and monitor and record telephone conversations with you or your staff from time to time for training, quality control or verification purposes.
- (iii) Provided that the requisite consent has been obtained, we may use the information held by us about the Cardmember and/or the Company and its staff for marketing purposes.

4. CONTACT DETAILS**Authorised Signatory⁹ (for future application authorisation)**

Name

Full Residential Address
(Mandatory)

Title

Telephone Number - Fax Number (Optional) - Business Email Address*
(Mandatory)

Signature

Date / /

Additional Authorised Signatory

Name

Full Residential Address
(Mandatory)

Title

Telephone Number - Fax Number (Optional) - Business Email Address*
(Mandatory)

Signature

Date / /

Program Administrator¹⁰

Name

Title

Telephone Number - Fax Number (Optional) - Business Email Address*
(Mandatory)**Additional Contact** (See above)

Name

Title

Telephone Number - Fax Number (Optional) - Business Email Address*
(Mandatory)**4. CONTACT DETAILS (CONTINUED)**

* Please note: American Express may contact you from time to time with important program servicing or product related emails.

Please enclose the following mandatory document(s) with the application:

- Photocopy of passport or HKID for Authorising Officer (the person who signs the agreement on behalf of the company with American Express)

* If Authorising Officer is a Hong Kong Permanent Resident, please provide a copy of the Permanent HKID for this Card application. If Authorising Officer is NOT a Hong Kong Permanent Resident, please provide a copy of the page of an unexpired passport which contains the photograph and biographical details.

* Authorising Officer must be a director or above. If another individual signs the agreement, written confirmation from a Director, on letter head, confirming that the individual has delegated authority to sign the agreement is required.

5. AMERICAN EXPRESS @WORK ENROLMENTDo you have an existing @Work User ID? ☐ Yes ☐ No

If yes, please provide your User ID

Please note that **you must remember both the Verification Word and Verification PIN that you enter below** as you will be prompted to enter these as authentication when completing your online registration to American Express @Work.**Verification Word** (Minimum 4 – maximum 20 alpha/numeric characters. No spaces or special characters).**Verification Pin**

Must be 4 numeric characters

Yes, I would like to enrol for @Work Standard Reporting:☐ Yes☐ No**Yes**, I would like to enrol for @Work Customised Reporting (includes Standard Reporting):☐ Yes☐ No**@Work Online Program Management****Yes**, I would like to enrol for @Work Online Program Management:☐ Yes☐ No**Please note:** If you qualify for the American Express Cathay Pacific Corporate Asia Miles rewards program, you will automatically receive the Corporate Asia Miles Report. This Report is only available at Company level.**6. AMERICAN EXPRESS OFFICE USE ONLY**Sales Code Sales Database ID
(if any)Market segment GCC ☐ Large market ☐ Middle market ☐

Primary Industry (SIC CODE):

Sales Person Name

Sales Person Phone -

Sales Person Email

Number of Card applications submitted

Date sent

Date received

7. NOTES

- Select if Company or Cardmember to receive the monthly Corporate Purchasing Card statement.
- The Company will be paying the monthly Corporate Purchasing Card statement. Whoever receives the monthly statement will be contacted if the Corporate Purchasing Card account becomes overdue.
- Do you wish the annual Card fee billed centrally, to a separate cost centre or individually, on the Cardmember statement?
- Only applicable where annual Card fees are requested to be billed centrally.
- Approximately, on what date each month do you wish to receive your Corporate Purchasing Card statements?
- Do you want all annual Card fees for the Company to be billed on the same month, if so, when?
- The Corporate Purchasing Card will be sent to a central contact in the Company for onward distribution.
- For central Card distribution.
- Who is the Company's Authorising Offer?
- Who is the key Company contact for the American Express Corporate Purchasing Card to receive access to Online Program Management.

8. KEY FACTS STATEMENT AND PERSONAL INFORMATION COLLECTION STATEMENT

You are advised to refer to the below URL or QR code with a comprehensive Key Facts Statement associated with this application.



www.americanexpress.com/hk/CPC_KFS

Key Facts Statement for American Express Corporate Purchasing Card

As part of our mission to respect and safeguard the privacy of our customers' personal information, please refer to the below URL or QR Code with our "Notice to Customers relating to the Personal Data (Privacy) Ordinance".



www.americanexpress.com/hk/Amex_GCS_PICS

Notice to Customers relating to the Personal Data (Privacy) Ordinance



By checking this box, I am instructing American Express not to use my personal data for direct marketing purposes in relation to the American Express product that I am applying for ("my Opt-Out Instruction").

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY

AMERICAN EXPRESS GLOBAL CORPORATE PAYMENTS AGREEMENT IN HONG KONG – COMPANY

This Hong Kong Global Corporate Payments Agreement is between American Express International, Inc ("we", "us", "our" and "American Express") and the company named in the attached Account Application ("you", "your" and "the Company") and governs your use of the Accounts in Hong Kong. This Agreement sets out the terms and conditions under which we provide American Express Global Corporate Payments in Hong Kong and governs your use of the Accounts selected in the Account Application which forms part of this Agreement.

Before you use any American Express Global Corporate Payments' product or service, please read these conditions thoroughly. If you use any Account or Card, you will be agreeing to these conditions and they will govern your use of the Account or Card. If you do not wish to use the Account or Card, please notify American Express in writing by registered mail on your letterhead signed by an authorised person, to: Global Corporate Payments, 18/F., 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

A: General Provisions

1. Definitions

The following definitions are used throughout this document:

'Account(s)': your American Express Corporate Card Account, Corporate Meeting Card Account, Corporate Purchasing Card Account and/or Business Travel Account, as selected in the Account Application.

'Account Application': means the attached Account Application completed by the Company, which forms part of this Agreement.

'Account Limit': a limit applicable to the Company Account or the aggregate of all or a subset of Cardmember Accounts, being the maximum amount that can be outstanding at any time.

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

'Agreement': these Terms and Conditions, as distinct from the separate Cardmember terms and conditions that are agreed separately and independently between Cardmembers and us.

'Business Travel Account' or 'BTA': an account that enables the Company to centralise Charges booked through its designated travel agent and be billed monthly for those Charges by American Express.

'Cardmember': an individual to whom a Corporate Card, Corporate Meeting Card or Corporate Purchasing Card is issued at your request. The Cardmember is an individual authorised by you to incur Charges on an Account, whether by use of a Card or otherwise. In the case of a BTA, this term includes an account user authorised by you to make travel reservations and thereby incur Charges on an Account.

'Cardmember Account': means the Account established by us for a Cardmember for the purpose of executing and recording Charges.

'Cardmember Agreement': the agreement between us and the Cardmember governing use of a Card and liability for charges.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

'Card': any card, whether plastic or non plastic, issued under this Agreement or on any Account.

'Charge': all amounts billed to an Account, regardless of whether a charge form or other charge authorisation is signed, including purchases of goods and services, cash advances, late payment charges and any other fees or charges. In the case of a BTA, 'Charge' includes scheduled airline tickets, departure taxes, travel insurance premiums, visa fees, and other travel charges, as may be designated by American Express from time to time.

'Code': any PIN, telephone codes or online passwords approved by us to be used on your Account.

'Commercial Card Services': any or all of the Accounts or services provided by us under this Agreement.

'Corporate Card': an American Express Corporate Card issued on your Account.

'Corporate Meeting Card': an expense management product specifically for monthly consolidated billings of conference and meeting expenses and other miscellaneous expenditure.

'Corporate Purchasing Card' or 'CPC': a product providing a procurement and payment vehicle for goods and services frequently used by the Company.

'Designated Employee': a Program Administrator, Cardmember or person designated by you as your point of contact for Commercial Card Service(s) or program(s).

'Items for Resale': goods and services purchased using your Card or Account and used by the Company for the purpose of resale.

'Merchant': a company, firm or other organisation accepting American Express Cards as a means of payment for goods and/or service.

'Online service': any internet-based service that we make available to the Company.

'Program': the American Express Commercial Card Services provided to Cardmembers and the Company under this Agreement and the Cardmember terms and conditions.

'Program Administrator': a person notified to us by the Company as its administrator for the Program.

'Recurring Charges': means when: your designated travel agency for a BTA program.

'ROC': a record of charge that evidences the purchase price of any Charge.

'Statement': a record of Card or Account transactions, account balance and other relevant account information for a specified period.

'Travel Office': your designated travel agency for a BTA program.

'Unauthorised Charges': are Charges that did not benefit either you or the Cardmember and which were incurred by someone who was not the Cardmember and who had no actual, implied, or apparent authority to use the Card or Account.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

2. Establishment of Accounts and Card Issuance

- (a) We will establish and operate the Account(s) in your name and, if applicable, issue Cards on your Account(s) bearing your name and those of any Designated Employees and/ or Cardmembers.
- (b) We reserve the right to:
 - (i) Require each prospective Cardmember to complete our application for the Card or Account, including providing any identification or other 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 and/ or any Cardmembers. These agencies may retain records 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 organisations in making credit decisions about you or the Cardmember, including for preventing fraud or tracing debtors; and
 - (iii) decline to issue, renew or replace a Card or Account to any person; cancel or suspend the use of a Card or Account at any time either generally or in relation to a particular transaction.
- (c) Further, in the case of a Combined Liability Corporate Card Account, we may insist upon a minimum income for Cardmembers in accordance with our usual risk management criteria.
- (d) We shall renew and replace Cards, subject to 2(b) above, until you or the Cardmember directs otherwise.
- (e) You are solely responsible for selecting and notifying us of the names of persons to whom you request we issue Cards and establish Cardmember Accounts. We may deem any applicant referred to us by a Designated Employee as approved by you to hold and use a Card.
- (f) We will provide to you upon request, any Cardmember application forms or Cardmember Agreement then in effect. We reserve the right at our sole discretion to change Cardmember application forms and Cardmember Agreements at any time and to establish additional or different requirements for internet-based Cardmember applications, and we will notify you accordingly
- (g) You must ensure that current Cardmember application forms and procedures prescribed by us are used and that current Cardmember Agreements are provided to and retained by each applicant upon completion of the Cardmember application form and in any event in good time before the Card is provided to the Cardmember.

3. Use of the Card and/or Account

- (a) You may only use a Card in accordance with this Agreement and within the validity dates shown on its face.
- (b) You must not give any Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.
- (c) The Cardmember is the only person entitled to use the Card bearing his or her name and the corresponding Cardmember Account. You must ensure each Cardmember takes reasonable measures to stop anyone else using the Card and/ or Account and that each Cardmember takes proper care to keep the Card safe and all Card and Account details secret.
- (d) To protect any Codes approved by us to be used on your Account, please make best endeavours to ensure that any Cardmembers:
 - (i) Memorise the Code;
 - (ii) Destroy our communication informing them of the Code (if applicable);
 - (iii) Do not write the Code on the Card;
 - (iv) Do not keep a record of the Code with or near the Card or Account details;
 - (v) Do not tell the Code to anyone;
 - (vi) If they select a Code, do not choose a Code that can easily be associated with them such as their name, date of birth or telephone number; and
 - (vii) take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.
- (e) You must designate an individual as the Program Administrator to manage each Account that you establish with us.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (f) You must not return any goods, tickets or services obtained with a Card or Account for a cash refund, but you may return them to a Merchant for credit to the Card or Account, if that Merchant agrees or is obliged to do so.
- (g) You shall not obtain a credit to a Card or Account for any reason other than as a refund for goods or services previously purchased.
- (h) You must not use any Card or Account if you do not honestly expect to be able to pay your Account in full on receipt of your monthly statement.
- (i) You must cease using any Card or Account and notify us immediately if an application is filed for the Company's winding-up, or if the Company passes a resolution for its liquidation or has a liquidator, administrator and/ or receiver appointed to it or over any of its assets.
- (j) You acknowledge and agree that we have the right to refuse authorisation for 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.
- (k) You may not use a Card or Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Hong Kong or any country where the Card or Account is used or where goods or services are provided.
- (l) You agree to provide us with all information available to you concerning the whereabouts of a Cardmember and his or her address and to co-operate with us in any investigation concerning the use of the Card or Account, or collection of Charges from Cardmembers. This provision will continue in force after the Card is cancelled and/ or this Agreement terminated.
- (m) Although the Cardmember uses the Card, the Card remains our property at all times.
- (n) Subject to restrictions set out in this Agreement or the Cardmember Agreement, you shall instruct the Cardmember to use the Card or Account for your business use, i.e. to pay Merchants for goods and/ or services for travel and entertainment in relation to your business or for use or consumption in the course of conducting your business (and not for re-sale), and in accordance with your policies and procedures.
- (o) As a special concession, where you have a Corporate Card or Corporate Purchasing Card Account, we may allow the Card or Account to be used for the purchase of Items for Resale provided that:
 - (i) You indicate in the Account Application your intention to use your Card or Account to purchase Items for Resale or you otherwise notify us of that intention in writing; and
 - (ii) you will be solely liable for all Charges related to Items for Resale, as set out in Liability below; and
 - (iii) you agree that we may request that you sign an additional agreement.
- (p) The Express Cash Service, where applicable, allows Cardmembers to withdraw cash from automated teller machines displaying the American Express logo. If a Cardmember enrolls in our Express Cash Service, participation may be governed by a separate agreement with the Cardmember, but at all times you will be liable for such Charges regardless of the liability type elected by you in the Account Application.

4. Payment

- (a) You agree to pay all Charges shown on each monthly Account statement on receipt. Each monthly statement of Charges shall be deemed to have been received by you or the Cardmember (depending on the billing system in place) upon the date of the actual receipt or the **7 days** following its dispatch by us. In the event of your 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.
- (b) If you have a Corporate Purchasing Card Account, you agree to pay all Charges shown on each monthly Account statement by direct debit or eftpos no later than **14 days** after the date of the statement. In the case of Corporate Meeting Card, you agree to pay all Charges shown on each monthly Account statement by direct debit or eftpos no later than **21 days** after the date of the statement.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (c) Payments will be credited to the relevant Account or Cardmember 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.
- (d) You and the Cardmember agree not to deduct or withhold, without our prior written approval, any amount shown as due on any Account statement or data feed. You will pay us the full amount shown on the Account Statement or data feed irrespective of whether you are or intend disputing 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 Hong Kong Dollars, unless we agree otherwise in writing.
- (g) A certificate signed by one of our officers stating the amount that you and/or the Cardmember owes 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) For a Corporate Card product, the following liability options apply (as selected by you in the Account Application):
 - (i) Combined Liability: Subject to the terms of section 5(c) & (j), the Company and each Cardmember shall be jointly and severally liable for all Charges incurred by the Cardmember; provided, however, that the Company shall not be liable for Charges (i) incurred by the Cardmember that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed the Cardmember; and
 - (ii) Corporate Liability: Subject to the terms of section 5(c) & (j), the Company shall be fully liable to American Express for all Charges incurred on such American Express Accounts; provided, however, that the Company shall not be liable for Charges incurred by the Cardmember that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes.

Notwithstanding the foregoing (and irrespective of the choice for Combined Liability or Corporate Liability), the Company will be in all cases solely liable for all annual fees charged to each Corporate Card Account issued in the name of the Company.

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

By way of example, if you or the Cardmember gave away your Card and/or Codes to another person to use or otherwise acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (d) You agree to notify us if any Designated Employee and / or Cardmember's authority to incur Charges on your behalf terminates or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a Code, or if a Card or Account is at risk of being misused.
- (e) You are liable to pay us for all Charges incurred from the date a Cardmember's authority to incur expenses on your behalf is terminated through to the date we receive notification from you of that termination.
- (f) You will use your best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave your employment for any reason or whose Cards have been cancelled, or on termination of this Agreement.
- (g) You agree to instruct Cardmembers to submit expense reports covering Card transactions promptly and in any event at least once a month.
- (h) You agree to instruct Cardmembers that the Card is issued solely for authorised purposes as permitted by your policies and procedures, and promptly report any misuse of the Card or Account to us;
- (i) Wherever your Cards or Accounts are used to purchase Items for Resale, you will be solely liable for all such Charges irrespective of Cardmember liability otherwise described in this Agreement and even if you have not notified us of your intention to purchase Items for Resale; and
- (j) Where an Account has been established (1) without corresponding physical plastic or (2) in a name other than the actual name of an individual Commercial Cardmember, you shall be liable for all Charges including Unauthorised Charges.

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.
- (b) You agree to regularly monitor and manage your Account, including but not limited to implementing internal policies and procedures to control Cardmember spending, to ensure Account Limits are not exceeded.
- (c) Upon request, you must promptly provide us with copies of your financial information and other information about your business that is reasonably necessary for us or our Affiliates to assess our financial risk and comply with our legal obligations. We may use and share such information with our Affiliates.
- (d) We may require you to provide us with security in order to avoid having an Account Limit established or decreased, or to enable an increase to an Account Limit.
- (e) For the avoidance of doubt, you and/or the Cardmember 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 to you in connection with the Program by post or online channels where those have been selected by you.
- (b) We may send any notices or other correspondence to you by ordinary prepaid post or by such other channels as we deem appropriate (such as electronic mail). All such notices and correspondence to be given by us will be validly given if dispatched to the billing address or email address we have on file for you and will be deemed to be received by you within a generally acceptable time of that means of communication.
- (c) We may communicate with you through a Designated Employee, which you accept is a valid communication from us to you. You authorise 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. We may communicate with a Cardmember through a Designated Employee, in which case you shall ensure that communications from or to a Cardmember are forwarded immediately to us or the relevant Cardmember respectively.
- (d) You must keep us currently advised of yours, any Designated Employees and/ or Cardmembers names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering communications. If we have been unable to deliver any communication or a communication has been returned after attempting to send it via an address or phone number previously advised to us, we will consider you in material breach of this Agreement and we may stop attempting to send communications to you until we receive accurate contact information.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (e) 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.
- (f) 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.
- (g) 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 Program or any Cardmember Account that we request or as required by applicable law. We may charge an additional annual administration fee where any billing address is outside Hong Kong.
- (h) You will be deemed to have received any notice we give you under this Agreement **7 days** after we send it, unless you receive it earlier.
- (i) Notices required under this Agreement to be delivered to American Express shall be delivered to the address below: Global Corporate Payments, 18/F., 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

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 Card or Account, or if any Merchant does not accept the 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 your 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 investigative 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) You may authorise a Merchant to bill Recurring Charges to your Card or Account. To avoid potential disruption of Recurring Charges or the provision of goods or services, in the case of a replacement Card or cancelled Card it is always your responsibility to contact the Merchant and provide replacement Card or Account information or alternate payment arrangements. You and/or the Cardmember will be liable for Recurring Charges incurred on a cancelled Card or Account. To stop Recurring Charges, you must have the right to do so by law or under your arrangement with the Merchant and you must advise the Merchant in writing or in another way permitted by the Merchant.
- (e) If we agree to place any limits or restrictions on the type of Charges incurred on any Card or Account, 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 Cards and misuse of Accounts

- (a) You must ensure that we are informed immediately by telephone at (852) 2277 1088 (or such other number advised by us to you or to Cardmembers from time to time) if:
 - (i) A Card is lost or stolen;
 - (ii) A replacement Card has not been received by the Cardmember;
 - (iii) Someone else learns a Code;
 - (iv) There is suspicion that a Card or Account is being misused or a transaction is unauthorised; or
 - (v) there is suspicion that a transaction has been processed incorrectly.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (b) You agree to cooperate with us in our efforts to control fraudulent use of any Card or Account, 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, a Designated Employee and/or Cardmember under the Program.

10. Online Service

- (a) You must ensure that access to the Online Service is restricted only to Designated Employees whom you see fit to have access and that such persons access the Online Service only via our web site as notified to you from time to time, using the assigned user id and password ("Security Information"). You must implement and exercise reasonable measures and controls to ensure that only such persons access the Online Service.
- (b) You are responsible for obtaining and maintaining your own compatible computer system, software and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software, equipment or communication line costs.
- (c) If, at any time, whether before or after this Agreement comes into effect, American Express introduces or has introduced any third party software provider to the Company, the Company acknowledges and agrees that American Express makes no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party. Moreover, the Company acknowledges and agrees that American Express shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be to the provider of the software.
- (d) The Security Information is confidential to the respective Designated Employee. You must ensure that the Security Information is not shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Service by you, your Designated Employee or anyone else, nor for disclosure of confidential information by us where you have failed to maintain the security of the Security Information.
- (e) We may terminate, withdraw, modify or suspend the use of the Online 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 of use for the Online Service, we will give you prior notice of our withdrawal or suspension of the Online Service in accordance with the "Changes to this Agreement" section of this Agreement.
- (f) 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.
- (g) You agree that access to the Online Service is subject to the website terms of use as displayed on the American Express website.

11. Suspension

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

12. Charges made in Foreign Currencies

- (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

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

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 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. Fees and other Charges

- (a) Fees and Charges applicable to a Card or Account are described in the attached Key Facts Statement and will appear as Charges on the Card or Account. Such fees include an annual fee which is payable in respect of the benefits and privileges (excluding any payment facility) offered to you in connection with your Card.
- (b) 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 services.
- (c) We may also charge fees to a Card or Account for services that we provide to Cardmembers that are not covered in the Cardmember Agreement, for example (and by way of illustration only) fees for participating in the Membership Rewards® Program.
- (d) We reserve the right to make changes to the attached Key Facts Statement as provided under the section "Changes to this Agreement".
- (e) If we receive from you a cheque, direct debit or other payment instrument which is not honored in full, you agree to pay us the dishonored amount plus our reasonable collection costs and legal fees, except as prohibited by law.

14. Late payment charges

If you do not pay your Account in full upon receipt you are in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that late payment charges may be incurred as follows:

- (i) If we do not receive full payment of the 'Total due' billed in the monthly statement by the date of the next statement, the unpaid balance will be identified as an 'Overdue' amount
- (ii) Late payment charges will be incurred on any overdue amount which is identified in a statement and will be billed in that statement.
- (iii) An overdue amount may include any unpaid late payment charges billed on previous statements.
- (iv) The amount payable is set out in the attached Key Facts Statement.

15. Term And Termination

- (a) The initial term of this Agreement starts on the date it is signed by the second party to do so and, subject to (b) and (c), shall continue in force until and unless terminated by either party giving the other **3 months** notice.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (b) Either 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, including, without limitation, receivership, liquidation or voluntary administration, or if it ceases to carry on business in Hong Kong.
- (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 Card or Account to be unacceptable to us.
- (d) If this Agreement is terminated for any reason, we shall suspend the Account and all Cards. You must pay us immediately for all outstanding Charges and any other amounts you owe us on any Card or 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 costs 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 Card or Account in accordance with the Cardmember 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 a Card that has been requested by you.

16. Changes to this Agreement

- (a) We may change the terms of this Agreement at any time by giving **30 days'** prior notice to you. We will consider you to have accepted the notified changes if you or Cardmembers keep or use their Account or Card thereafter.
- (b) We may change the Cardmember Agreement in accordance with its terms and we will notify you accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the "Liability" section of this Agreement.

17. 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 your Company as an American Express customer for public relations and marketing purposes.
- (d) This provision shall survive the termination of this Agreement.

18. 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 representatives 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 or liable to you for any loss or damage arising in relation to:
 - (i) Delay or failure by a Merchant to accept the Card or Account, the imposition by a Merchant of conditions on the use of the Card or Account or the manner of a Merchant's acceptance or non-acceptance of the Card or Account;
 - (ii) Goods and/or services purchased with the Card or Account, or their delivery or non-delivery;
 - (iii) Use of the Card in a machine that dispenses goods, services or cash or other means of payment;
 - (iv) Our declining to authorise any Card or Account transaction, including our action to revoke or suspend Card privileges on any Card or Account; or

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (v) any information provided via the Online Service not being available or inaccurately displayed for any reason, including due to your email address having changed or being invalid, systems failure or interruptions in the communications systems.

19. Force Majeure

Neither party 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.

20. 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, charge 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.

21. Applicable Law and 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 Hong Kong, SAR.
- (b) The courts of Hong Kong will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relation to this Agreement and you agree that Hong Kong is the appropriate jurisdiction for the determination of any dispute.

22. Privacy and Data Protection

- (a) Notwithstanding the terms of the "Confidentiality" provision, you understand and agree that we will process, analyse and use information about you and the use of Cards and 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, a Program Administrator, Account User or person designated by you as your point of contact for the Account ("Designated Employees") and/or Cardmembers 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, Designated Employees and/or Cardmembers to the extent necessary to operate and manage the Account (including any credit bureau, credit reference agency or debt collection agency), to computerized 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 you, Designated Employees and/or Cardmembers 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 section, information includes, in respect of individuals, personal information. We will use commercially reasonable efforts to inform Designated Employees and/or Cardmembers regarding our use of their personal information. Upon a Designated Employee or Cardmember's request to our Data Protection Officer (Corporate Card), we will also provide them with information we hold about them. If requested by us, you agree to instruct Designated Employees and/or Cardmembers to update, once a year, their profile information held by us.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (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.

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 hotel, 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 Card or Account or on the Card issued to you 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, for example under the Cardmember Agreement. 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.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

- (k) You agree that information about you, Designated Employees and/or Cardmembers 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 practices and kinds of data held are to be addressed is as follows:
The Data Protection Officer
American Express International, Inc., Hong Kong Branch
18/F, 12 Taikoo Wan Road, Hong Kong

23. Set-Off

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

24. Subrogation

If a Merchant or supplier does not provide you with the goods or services charged to the Card or Account, we may at our discretion credit the Card or 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.

25. 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 or Cards, 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 your Card or Account the full amount or a reasonable part of that tax, duty, or other charge (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 section 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 within **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 obligations or for any other purpose.

26. Third Parties

This Agreement shall be for the benefit of and binding upon both us and you and our and your respective successors and assigns and no other party.

27. 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.

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

28. 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.

29. Entire Agreement

- (a) These terms and conditions for American Express Global Corporate Payments and any related Account Applications constitute the entire Agreement between us and you regarding Commercial Card Services and all prior representations, agreements and understandings are hereby excluded.
- (b) Where this Agreement is entered into pursuant to a broader master agreement between you (or any of your Affiliates) and us (or any of our Affiliates) covering the issuance of American Express Global Corporate Payments by us or any of our Affiliates in countries other than Hong Kong, this Agreement shall take precedence in respect of any Program provided in Hong Kong, to the event of any inconsistency between this Agreement and that master agreement.

B. Business Travel Account

'Account User': In the case of a BTA, this term means an individual authorised by you to make travel reservations and thereby incur Charges on an Account.

Where you have selected a BTA in the Account Application, the following sections also apply:

(a) Account Users

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

(b) Changing Travel Agents

If you cease employment of the services of the nominated Travel Office, the BTA for the Travel Office will 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.

(c) Use of the BTA

- (i) Once your request for a BTA has been approved by American Express, we will provide you with a BTA number. We will not issue plastic cards to you or any Account Users for BTA.
- (ii) The Travel Office will accept Charges from your Account Users and bill them to your BTA. The Travel Office will prepare appropriate Record of Charge forms ('ROC') showing the BTA number quoted by you.
- (iii) You agree that the BTA will be used for travel purposes and in accordance with your policies and procedures.
- (iv) Cash advances cannot be charged to the BTA.
- (v) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your BTA, as appropriate.
- (vi) You agree 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.

C. 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,

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

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-licence, 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,

9. AMERICAN EXPRESS CORPORATE PURCHASING CARD AGREEMENT – FULL CORPORATE LIABILITY (CONTINUED)

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

American Express and its third party suppliers and licensors do not warrant that the American Express @ Work Services will meet Company's requirements or that access to the American Express @ Work Services, or the operation of the American Express @ Work Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the American Express @ Work Services will be accurate. American Express @ Work Services are provided "as is" and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim all representations or warranties of any kind, expressed or implied, including, without limitation any implied warranty of merchant ability, fitness for a particular purpose, title, non-infringement or accuracy.

To: American Express International, Inc.

This is an agreement for the provision of American Express Corporate Purchasing Card services. The parties to this Agreement are American Express International, Inc. and the other company or organisation which has signed below and it is made on the date when the last party to sign does so.

This Agreement sets out the terms and conditions on which we provide you with the Corporate Purchasing Card services. **We** means American Express International, Inc. **You** means the company or organisation, which has signed below.

Authorised Signatory
Date
Name (please print)
Position Held in Company
Full Residential Address (Mandatory)
Authorised Signatory
Date
Name (please print)
Position Held in Company
Full Residential Address (Mandatory)
Company Name
Company Stamp