

## Declaration by Authorised User of Corporate Purchasing Card

### Declaration by the Applicant:

I am applying to American Express Banking Corp. ("AEBC") for an American Express Corporate Purchasing Card ("Corporate Card") and agree to comply with the terms of the agreement, which shall be sent along with my Corporate Card. I certify that the information given above in support of my application is true and correct. I acknowledge and consent to AEBC verifying the information with my employer and any other sources that it may deem fit. I further agree to provide any further information that AEBC may require to evaluate and approve my application. I also authorise AEBC to confirm and exchange credit information about the Company/applicant's Account from any source including but not limited to Banks and Credit Bureaus. I authorise AEBC to share and use my personal information (other than my financial information) provided in this application and transaction details of the Company Account for availing any special benefits or services by the Company/applicant under the Corporate Card and for marketing purposes. I understand that my personal and sensitive information shall be stored, used and shared by AEBC in accordance with its Privacy Policy<sup>1</sup>.

Being a Scheduled Commercial Bank, American Express Banking Corp., India (AEBC) / (Bank) is legally obligated to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to its corporate customers and/or corporate cardmembers to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. AEBC hereby informs the corporate customers and/or corporate cardmembers that the Bank shall be reporting Credit Information/ Financial Information (positive and / or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely affect corporate customers' and/or corporate cardmembers' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks / Financial Institutions; (ii) disclose/ report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to / from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies, governmental agencies, law enforcement agencies /instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit – India, Directorate

of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and any other institutions / authorities established under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws / regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) receive / upload Information and other information including Know Your Customer (KYC) documents / information to / from / with, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). Further, as per extant regulations and business practices, AEBC is required and obligated (on a need basis) to disclose/report/share Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as mentioned above to (a) its outsourcing service partners; (b) its group/associate/affiliate/subsidiary entities or companies wherein AEBC has tie-up arrangements, for providing various offers, benefits, features and other services/products to its corporate customers and/or corporate cardmembers and/or to maintain and service the corporate customers and/or corporate cardmembers/card operations/back-end operations pertaining to the card business of AEBC; (c) to its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (d) to marketing agencies and/or for marketing purposes provided corporate customers and/or corporate cardmembers have explicitly authorised/permitted AEBC in this regard; (e) to industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, the Bank will provide an advance notice to the corporate customers and/or corporate cardmembers, as the case may be, as required under the extant guidelines / regulations), AEBC shall disclose/report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the corporate customers and/or corporate cardmembers and in all other instances of disclosure/sharing AEBC shall seek approval from corporate customers and/or corporate cardmembers. The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explains the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles. For details of the American Express Privacy Policy and to know how we collect, process & store the information, please log on to: - <https://www.americanexpress.com/in/legal-disclosures/privacy-statement.html>

I hereby voluntarily submit at my own discretion the physical / e-copy of the document (including proof of possession of Aadhaar number), which contains the details of my identification and/or address and/or any other personal or sensitive personal information, in a format as provided by the issuing authority/ies, to AEBC for the purpose of verifying my identity/address and any other information provided by me in accordance with the

extant guidelines. I further voluntarily give my explicit consent to AEBC for collection, processing, storage, verification, authentication of my documents and/or information provided by me as per extant regulations under any Act or law from time to time in force, towards issuance of a Credit Card / for periodic KYC update / to process my instructions etc. for the said purpose in my individual capacity or as an authorized signatory or as a beneficial owner, as the case may be. I understand that this undertaking has been read and understood in conjunction with the American Express® India Online Privacy Statement and hereby declare that all the information voluntarily furnished by me is true, correct, and complete.

I acknowledge and agree that both AEBC, and the Company shall have access to all records arising out of usage of my Corporate Card Account.

The name and other information as mentioned or declared by me on the application form shall be used by AEBC for the purposes of verification/credit check/ communication/ identification/Account set-up, etc.

I understand, agree and undertake that upon issuance of the Corporate Card, I will be bound by such conditions of the Corporate Cardmember Agreement. I understand that my Corporate Card will be issued at the sole discretion of AEBC and if approved will be delivered to me within 15 working days of my complete application with all supporting documents being received by AEBC.

Cardmember shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of any third party or share or reveal the PIN with anyone, including family members, friends or relatives or with American Express customer service representatives, officials or merchants. American Express will never ask you for your PIN. Additionally, you should not write down the PIN anywhere and should not keep the Card and PIN in the same place, such as a wallet or a purse. Please shield your PIN while entering it at an ATM or POS machines. Cardmember shall at all times take all the appropriate measures to keep the card safe and secure including those as mentioned herein, to maintain safe custody of the card and the security of the PIN. If the Cardmember fails to observe the security requirements, he/she may incur liability. Cardmember will not hold American Express liable in case of any improper/fraudulent/unauthorized use of the Card and/ or the PIN and American Express will not be liable for any consequences arising out of or associated with such improper/fraudulent/unauthorized use/ misuse of the Card by any third party due to access of the Card/Card details to any such third party or due to sharing of PIN or the PIN coming to the knowledge of any third party, with or without the knowledge of the Cardmember. If any third parties gain access to the services, the Card Account or incur charges on the Card, the Card Member will be solely liable and responsible for the same and shall indemnify American Express against any liability, claims, demands, costs or damages arising out of such misuse/use by third parties and shall be compensated subject to the extant guidelines as issued from time to time.

I further authorize AEBC to treat all communications/authorizations/ requests/ information/declarations/instructions (collectively "Instructions") shared/ communicated via my email ID as mentioned in this application form/or as updated in the records of AEBC as authentic and valid Instructions and/or consent, as the case may be, from me and AEBC may act upon such Instructions and/or consent accordingly.

I accept that the additional factor of authentication is mandated by RBI vide letter DPSS.PD.CO.No.223/02.14.003/2011-12, dated August 4, 2011 and use of such Cards for travel related Card Not Present (CNP) transactions without such additional factor of authentication carries security risk and such Cards are vulnerable to frauds. I do hereby solemnly declare that the information provided above is true to the best of my knowledge and belief.

I certify that the supporting documents including but not limited to the identity and address proofs submitted along with the application and the contents thereof are true and accurate as on the date of application. I undertake and agree to provide any documents as asked for by the Bank at a later stage and certify that any such documents so provided and the contents thereof will be true and accurate as on the date of submission of such documents to the Bank and will be deemed to be true and accurate in all respects even if such documents are submitted by any means as acceptable to the Bank.

I hereby request and authorize American Express Banking Corp. ("AEBC") (but you are not obliged to) to accept and act on any/all instructions or communications for any purpose(s) (including but not limited to the operation of all my accounts and in respect of any facilities or banking arrangements with AEBC (i.e. nonfinancial and financial instructions) which may from time to time be or purport to be given (in AEBC's specified format) by telephone/mobile phone, facsimile, untested telexes, telegraph, cable, Extensible Messaging and Presence Protocol (XMPP), email (any reference to an "email" in this Authority and Indemnity shall include any instruction addressed to AEBC which has been attached/annexed to an email as well), or any other electronic channel to be introduced in the future or other form of electronic communication, together hereafter referred to as non face-to-face communication channels, on behalf of me without any enquiry on the part of AEBC as to the authority or identity of the person giving or purporting to give such notice, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, instruction or other communication (including those empowered to operate my account(s) with you).

I understand and agree that in case if any excess credit balance lying in any of the corporate cards issued to me post cancellation of such corporate cards, the Company is required to initiate the credit balance refund request to refund/transfer such excess credit balance directly to the Company within 30 days post such cancellation of the corporate cards. I hereby request and authorize AEBC to transfer such excess credit balances lying in such corporate cards directly to the Company in the manner as agreed between the Company and AEBC without reference and/or intimation to me. I hereby agree and confirm that I will not make any claim to AEBC for such excess credit balance lying in any

of the corporate cards issued to me post cancellation of such corporate cards and that in case if any claim/demand/differences/disputes etc., arise with respect to such excess credit balance, I will raise the same directly with the Company and will reconcile and/ or settle the same directly with the Company without reference to AEBC. Further, in consideration that AEBC accepts the aforesaid request and authorization, I hereby agree to indemnify, defend and hold AEBC harmless from and against all claims, losses, suits, demands, actions, proceedings and litigation arising out of and/or relating to (i) activities undertaken by AEBC pursuant to the request and authorization as contained herein; and (ii) my acts or omissions with respect to 5 my obligations as set forth herein.

I understand, acknowledge and confirm my awareness of the numerous risks inherent and associated in conveying my instructions to you via any of the non face- toface communication channels (including but not limited to damages incurred as a result of interception of any email, failure of any encryption of any attachments/ annexure to an email, viruses within the machine/terminal used by me or any intermediary or by the Bank, lack of clarity in the instructions and any deficiency or risks associated with the Bank processing a forged/tampered instruction in good faith) and hereby confirm my acceptance of all risks and/or deficiencies and unconditionally agree that all risks/deficiencies shall be fully borne by me and the Bank will not be liable for any losses or damages arising as a consequence of you acting (without being obliged to) on any instructions/directions by me or purporting to be from me received by you via any of the non face to face communication channels, provided you have acted in good faith. You may dispose of such written records and erase such tapes after the expiration of such period as you deem fit without intimation to me; that you may (without being obliged to) require the above transaction or communication to contain an identification code specified by you from time to time and I shall ensure the secrecy and security of such code or test and I shall be solely responsible for any improper or unauthorized use of such code or test; c) that you may, if you deem necessary to do so at your absolute discretion, require from me confirmation of any of the above instructions or communications in such from as you may specify before acting on the same. I understand and agree that AEBC may, at its absolute discretion and without notice to me, refuse to act or delay in acting on any of the instructions or communications given via any of the non face-to-face communication channels without any responsibility or liability whatsoever on AEBC's part for any such refusal or delay in so acting. I agree that this indemnity covers all existing accounts with the Bank in addition to covering any future accounts which may be opened by me under the same legal entity/Company with the Bank. I jointly (along with the Company/entity) and severally agree to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, officers, representatives, agents and employees fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind whatsoever (including legal costs) and howsoever arising which are imposed or that may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be

required to be paid by reason of, or as a result of, or arising directly or indirectly out of the Bank's compliance with my request and authorizations/instructions;

That I am solely responsible for the confidentiality of all information related to my account(s), payment instructions, money transfer or any other information which is accessible or which can be copied or stored from any other computer or a similar electronic device. I confirm that in case of using the Internet I will solely bear the full responsibility of any transactions resulting from my/our use and/or other's un-authorized use and/or misuse of any other party whatsoever that lead directly or indirectly to any loss or damage to me/us or the bank. That I will use the Email(s) provided to the Bank when communications and instructions intended to be initiated via emails with the bank. Moreover, I agree to receive all incoming correspondences from the bank via this Email(s). Thus, all messages sent in this manner shall be deemed to have been received. That I agree to consider all Bank's electronic and phone records as approved, official, conducive, final and binding to me, and I am not authorized to object to them or refute or revoke them before any authority whatsoever. That I may not assume receipt by the Bank of any notice, instruction or other communication notice sent by email, fax, untested telexes, telegraph, telephone/mobile phone, cable or any other electronic means or through any electronic channels to be introduced in the future. The Bank reserves the unconditional right to discontinue the availability of this facility to me by issuing a notice, either in writing or through email, forwarded to me at my address registered with the Bank or via email. In the event that I fail to inform the Bank of any change in my/our composition/management/constitution or authorized signatories, the Bank will continue to provide this facility at my/our sole and absolute responsibility and risk without any liability on its part.

I have read and understood the T&C for use of digital platform as provided by American Express and I hereby provide my express consent and agree to the said T&C. I am aware that Amex follows a global standard of Privacy Principles and in connection to performing KYC under this process, Amex might use services of third parties or affiliates. Where the Bank is required to disclose the personal information to a third party on a need-to-know basis, it will ensure that the third party shall keep the same standards of information/ data security as that of the Bank.

I understand and agree that mobile banking facility is available for this Card account. Mobile banking services will provide me an alternate channel for delivery of the Card information. All SMS alerts related to my Card account will be sent to the registered mobile number provided by me. I agree to the terms and conditions as applicable to the Mobile Banking facility offered by American Express and available at [americanexpressindia.co.in/mobilebanking](http://americanexpressindia.co.in/mobilebanking).

I declare and undertake that, in accordance with the requirements as contained under RBI's Master Circular on Wilful Defaulters, the Company will not induct on its board a person whose name appears in the list of Wilful Defaulter and that in case, such a person is found to be on the board, it would take expeditious and effective steps for removal of the person from its board.

I confirm that I have read and understood the American Express Corporate Cardmember Agreement, the Most Important Terms & Conditions and Key Fact Statement and undertake to agree and abide by the same for the American Express Corporate Card available at [americanexpress.com/in/mitc](https://americanexpress.com/in/mitc) in compliance of the Master Circular on Credit Card, Debit Card and Rupee Denominated Cobranded Prepaid Card operations of banks issued by the Reserve Bank of India and agree to sign this undertaking.

I hereby agree and give an explicit consent to American Express that copy of Card member agreement & MITC will be sent through electronic mode only. Further I understand that the MITC weblink will be given in the statement of accounts and/or wherever applicable. I can view & download the MITC from the official webpage [americanexpress.co.in/mitc](https://americanexpress.co.in/mitc). I understand that I can call on the number on the back of the Card or as available on website to request for a printed copy of the MITC, Card member agreement.

I hereby give an explicit consent to avail the benefits of the complimentary insurance coverage as mentioned in the MITC, if provided with the Card. I hereby give an explicit consent to AEBC for collecting/downloading and verifying my details with/from CKYCR registry basis information/details provided. In the case the details provided does not match with CKYCR registry, I shall provide the revised correct information/details with AEBC. I have read and understood the T&C for use of digital platform as provided by American Express and I hereby provide my express consent and agree to the said T&C. I am aware that Amex follows a global standard of Privacy Principles and in connection to performing KYC under this process, Amex might use services of third parties or affiliates where the Bank is required to disclose the personal information to a third party on a need-to-know basis, it will ensure that the third party shall keep the same standards of information/ data security as that of the Bank. I provide my consent to verify the information from Credit Information Companies (CIC) and in case of any data mismatch, agree to furnish the correct information and re-verify the same from CICs.

<sup>1</sup>For details of the American Express Privacy Policy please log on to <https://www.americanexpress.com/in/content/privacy-statement.html>

In case you do not wish to receive marketing communication we request you to call our customer servicing team on the number provided at the back of your card and opt out from receiving such marketing communication.

## **APPLICANT DECLARATION**

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

I understand that my personal details as provided /available in the bank records will be used for Central KYC Registry reporting. I hereby give my explicit to receiving information from Central KYC Registry through SMS/Email on the registered number/ email address.

I hereby give an explicit consent to AEBC for collecting/downloading and verifying my details with/from CKYCR registry basis information/details provided. In the case the details provided does not match with CKYCR registry, I shall provide the revised correct information/details with AEBC.

Notwithstanding the name/address as mentioned or declared by me on the application form, AEBC shall have the right to update and record the name/address as it appears on any of the Officially Valid Documents (OVD) documents provided by me and the same shall be used by AEBC for the purposes of verification/credit check/communication/identification/Account set-up, etc. Further, for the purpose of PAN validation/verification, I do hereby authorize AEBC to consider and treat my name appearing on the PAN website as my correct name even if there exists a slight mismatch due to truncation/ abbreviation/use of initials/missing of middle name etc., between such name and my name as embossed on PAN card provided that the name appearing on the PAN website matches with the name appearing on the OVD and I understand that this would be subject to additional checks and validation requirements by AEBC.