

AMERICAN EXPRESS® Corporate Purchasing Card Company Application

Sole Liability
Thailand



1. Thailand Account Set Up Form – Corporate Purchasing Card

Company Name to appear on Card: (Maximum 24 Characters)	<input type="text"/>		
Company Name: (in full)	<input type="text"/>		
Trading Name:	<input type="text"/>		
Registered Address:	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Trading Address:	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Telephone No:	<input type="text"/>	Fax No:	<input type="text"/>
Industry or Nature of Business:	<input type="text"/>		
Number of Employees:	<input type="text"/>	Approximate Annual Turnover:	<input type="text"/>
Company Registration No:	<input type="text"/>	Date Company Formed:	<input type="text"/> D <input type="text"/> D <input type="text"/> M <input type="text"/> M <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y
Entity Type	<input type="checkbox"/> Thailand Company / Company <input type="checkbox"/> Listed company <input type="checkbox"/> Non-Profit Organisation <input type="checkbox"/> Partnership <input type="checkbox"/> Cooperative <input type="checkbox"/> Foundation <input type="checkbox"/> Association (incorporated) <input type="checkbox"/> Association (Unincorporated) <input type="checkbox"/> Clubs <input type="checkbox"/> Temple <input type="checkbox"/> Public Sector/Government Body <input type="checkbox"/> Juristic Person <input type="checkbox"/> Registered Foreign Company <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust (Family) <input type="checkbox"/> Trust (Unit) <input type="checkbox"/> Trust (Discretionary) <input type="checkbox"/> Charity		
Please tick:	<input type="checkbox"/> Independently Owned <input type="checkbox"/> Subsidiary <input type="checkbox"/> Parent Company <input type="checkbox"/> Division/Branch		
Name of parent/affiliated Company: (if applicable)	<input type="text"/>		

2. Billing and Payment

Billing Type: Central Bill

Program Admin/Report Recipient's Details

Name:	<input type="text"/>		
Position:	<input type="text"/>		
Address: (if different from above company address)	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Telephone No:	<input type="text"/>	Email:	<input type="text"/>
Payment Options:	<input checked="" type="checkbox"/> Company (central)		
Payment Method:	<input type="checkbox"/> Company Direct Debit	<input type="checkbox"/> Cheque	<input type="checkbox"/> Electronic Fund Transfer
Annual Card Fee Billed:	<input checked="" type="checkbox"/> To appear on Cardmember's statement		
Cycle Cut:			
Date Statements Required:	<input type="text"/>		
When does the Company's Financial Year Start:	<input type="text"/>		
Common Anniversary Date: (for Card Fees and Card renewal)	<input type="checkbox"/> Yes, if so, which Month <input type="text"/>		

3. Central Card Distribution

Card Recipient's Details

Name:

Position:

Address:

(if different from above company address)

Telephone No:

Email:

Postcode:

4. Credit Control

Contact Details

Name:

Position:

Telephone No:

Email:

5. Authorised Signatory

Authorised Signatory Name:

Date of Birth:

D | D | M | M | Y | Y | Y | Y

I.D. (Thai)/Passport (non-Thai):

For Thai Nationality

Please select one option

National ID Card Address

House Registration Address
Please provide document

Address

Postcode

If Different from above

Postcode

Address for non-Thai National

Country of Nationality

Current Address in Thailand

(if not available, please provide information below)

Postcode

Current Address in Overseas

Postcode

Signature of Authorised Signatory:

X

D | D | M | M | Y | Y | Y | Y

Have you ever been employed by the government?

No

Yes, Agency Name _____ Position _____ Time of cessation _____ (Month and Year)

Authorised Signatory Name:

Date of Birth:

I.D. (Thai)/Passport (non-Thai):

For Thai Nationality

Please select one option

National ID Card Address

House Registration Address
Please provide document

Address

Postcode

If Different from above

Postcode

Address for non-Thai National

Country of Nationality

Current Address in Thailand
(if not available, please provide information below)

Postcode

Current Address in Overseas

Postcode

Signature of Authorised Signatory:

X

Have you ever been employed by the government?

No

Yes, Agency Name Position Time of cessation (Month and Year)

Please Enclose These Documents

Please enclose with your application, copies of the following:

1. Last two years audited financial statements
2. Business Registration (within 3 months)
3. Tax certification (POR POR 20)
4. Work Permit (non-Thai) of authorized signers
5. Shareholder list issued within the past six (6) months
6. Bank statement for 6 months, if company registered less than one year
7. Certified copy of ID card* (Thai)/Passport (non-Thai) of authorised signers
8. Certified copy of the current address proof document issued not older than 3 months. (Thai and non-Thai) e.g. Utility Bills, Lease agreement, Driving License, ID Card, House Registration

*Copy of House Registration is required, if provide the House Registration Address.

*Please blind or cross out the information about religion and/or blood type data, before surrendering/providing a copy of the Thai ID card to us and affix your signature at the place where the information is blinded and crossed out.

American Express Office Use Only

Sales Code:	<input type="text"/>
Sales Person Name:	<input type="text"/>
Sales Person Phone:	<input type="text"/>
Sales Person Email:	<input type="text"/>
Number of Card Applications Submitted:	<input type="text"/>
Signature of Sales Person:	<input type="text" value="X"/>
Date sent:	<input type="text" value="D D M M Y Y Y Y"/>
Date Received:	<input type="text" value="D D M M Y Y Y Y"/>

To: American Express (Thai) Co., Ltd

We wish to apply for an American Express Corporate Purchasing Card Account, and we accept the terms and conditions set out in this application form. We warrant that the information contained in this application form is correct and accurate, and the individual(s) signing below on behalf of the Company is authorised to do so.

We also warrant that we have notified and obtained consent from all respective persons named in this application form in accordance with applicable laws (including the Personal Data Protection Act B.E. 2562 (2019)) for the disclosure to, and collection and use by American Express (Thai) Co., Ltd. of their information in accordance with the terms and conditions set out in this application form. We understand that American Express (Thai) Co., Ltd. may decline this application without giving and notifying us the reasons.

By signing below, we also agree with the collection, use and disclosure of our personal data by American Express (Thai) Co., Ltd. in accordance with the section 7 of the Terms and Conditions set out in this application form.

Authorised Signer's Signature:	<input type="text" value="X"/>	<input type="text" value="D D M M Y Y Y Y"/>
Title:	<input type="text"/>	
Name (please print):	<input type="text"/>	
Position:	<input type="text"/>	
Company Name:	<input type="text"/>	
Authorised Signer's Signature:	<input type="text" value="X"/>	<input type="text" value="D D M M Y Y Y Y"/>
Title:	<input type="text"/>	
Name (please print):	<input type="text"/>	
Position:	<input type="text"/>	
Company Name:	<input type="text"/>	
Company Stamp (if any)	<input type="text"/>	

Letter of Consent to Disclose Information

Made at

Date

Juristic Person

I (The company's name) _____

Registration No./Other reference No. _____

Date of Registration _____ Type of Juristic Person _____

represented by _____ and _____

The authorised person as specified in company's affidavit or certificate of registration issued by

I hereby agree and consent to the National Credit Bureau Co., Ltd ("the company") to disclose or to provide my information to American Express (Thai) Co., Ltd. which is a member or service recipient of the Company for the purposes of credit analysis, issuance of credit card according to my application for credit/credit card which was given to American Express (Thai) Co., Ltd. as mentioned above, including the purposes of credit review, credit agreement extension/credit card renewal, risk management and prevention pursuant to the Bank of Thailand's stipulations. I further agree that any duplication and any copy, photocopy, electronic data, or facsimile which have been made as a copy from this original consent letter by means of photocopying, image scanning, or recording in whatever forms shall be deemed as evidence of my consent with the same effect as its original.

Signature of Authorised Signatory

(_____)

(Please print or use Capital letter)

Consent grantor / Company's authorised person of consent grantor

Company Stamp (if any)

For American Express Use Only:

Signature of Witness
(American Express staff)

(Please print or use Capital letter)

Remark: Information which the Company discloses to member or service recipient is one of the constituents for credit analysis of financial institutions but disclosure of such information is the right of information owner whether he/she will give it or not.

Beneficial Owners Form

1. Beneficial Owners Information Collection

In order to comply with the Thailand Ministerial Regulation – Prescribing Rules and Procedures for Customer Due Diligence American Express (Thai) Co., Ltd. is required to identify the beneficial owner(s) of the customer and take reasonable measures to prove the identity of legal persons. Therefore, please provide the following information about the ownership and effective control of your entity.

Please note that we will not be able to process your application without the required information. In addition, we may require additional information and supporting documents for further verification.

2. Definition of Beneficial Owner

Beneficial Owner means individuals (natural persons) who have

- a) Owning or controlling 25% or more of the entity's shares and/or voting rights,
- b) Controlling the entity through other means or
- c) Holding senior managing positions of the entity

3. Entity Ownership Structure

Please provide information about the ownership structure of the applicant entity. Please tick as appropriate.

i. Natural person(s) owns/controls 25% or more of the applicant entity's shares or voting rights:

No (Please continue to ii) Yes (Please complete all section 4 to 8)

ii Natural person(s) who controls the entity through other means e.g. through Power of Attorney (POA) or agreement
Please enclose supporting document as documentary proof of control by natural person through legal means.

No (Please continue to iii) Yes (Please complete all section 4 to 8)

iii Natural person(s) who holds senior managing positions of the entity e.g. CEO, Authorised Signer

Please tick to confirm and skip to section 8

4. Beneficial Owners 1 Details

Title	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Other <input type="text"/>
First Name:	<input type="text"/>
Last Name:	<input type="text"/>
Residential Address	<input type="text"/>
City	<input type="text"/> Postcode: <input type="text"/>
Country	<input type="text"/>
Telephone Number	<input type="text"/> Date of Birth: <input type="text"/>
Nationality	<input type="text"/>
National ID/ Passport Number	<input type="text"/> <i>Please provide copy of identification document (ID/passport with photo)</i>
% Ownership of the Entity	<input type="text"/>
Have you ever been employed by the government?	<input type="checkbox"/> No <input type="checkbox"/> Yes, Agency Name <input type="text"/> Position <input type="text"/> Time of cessation <input type="text"/> (Month and Year)

5. Beneficial Owners 2 Details

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Other	<input type="text"/>
First Name:	<input type="text"/>				
Last Name:	<input type="text"/>				
Residential Address	<input type="text"/>				
City	<input type="text"/>	Postcode:	<input type="text"/>		
Country	<input type="text"/>				
Telephone Number	<input type="text"/>	Date of Birth:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>				
National ID/ Passport Number	<input type="text"/>				
	<i>Please provide copy of identification document (ID/passport with photo)</i>				
% Ownership of the Entity	<input type="text"/>				
Have you ever been employed by the government?	<input type="checkbox"/> No				
	<input type="checkbox"/> Yes	Agency Name	<input type="text"/>	Position	<input type="text"/>
				Time of cessation	<input type="text"/>
					(Month and Year)

6. Beneficial Owners 3 Details

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Other	<input type="text"/>
First Name:	<input type="text"/>				
Last Name:	<input type="text"/>				
Residential Address	<input type="text"/>				
City	<input type="text"/>	Postcode:	<input type="text"/>		
Country	<input type="text"/>				
Telephone Number	<input type="text"/>	Date of Birth:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>				
National ID/ Passport Number	<input type="text"/>				
	<i>Please provide copy of identification document (ID/passport with photo)</i>				
% Ownership of the Entity	<input type="text"/>				
Have you ever been employed by the government?	<input type="checkbox"/> No				
	<input type="checkbox"/> Yes	Agency Name	<input type="text"/>	Position	<input type="text"/>
				Time of cessation	<input type="text"/>
					(Month and Year)

7. Beneficial Owners 4 Details

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Other	<input type="text"/>
First Name:	<input type="text"/>				
Last Name:	<input type="text"/>				
Residential Address	<input type="text"/>				
City	<input type="text"/>	Postcode:	<input type="text"/>		
Country	<input type="text"/>				
Telephone Number	<input type="text"/>	Date of Birth:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>				
National ID/ Passport Number	<input type="text"/>				
	<i>Please provide copy of identification document (ID/passport with photo)</i>				
% Ownership of the Entity	<input type="text"/>				
Have you ever been employed by the government?	<input type="checkbox"/> No				
	<input type="checkbox"/> Yes	Agency Name	<input type="text"/>	Position	<input type="text"/>
				Time of cessation	<input type="text"/>
					(Month and Year)

8. Declaration

We warrant that the above information is correct and authorise American Express (Thai) Co., Ltd. and/or its representatives to contact our bank or any source to obtain any information required to establish an American Express Corporate Meeting Card Account for this company. We warrant that we have notified and obtained consent from all respective persons named in the Corporate Card Application Form in accordance with applicable laws (including the Personal Data Protection Act B.E. 2562 (2019), for the disclosure to, and collection and use by American Express (Thai) Co., Ltd. of their information in accordance with the terms and conditions set out in this application form. We understand that American Express (Thai) Co., Ltd. may decline this application without giving and notifying us the reasons.

Signed for and on behalf of the company named above (authorised signatory(ies) of company).

Name	<input type="text"/>
Position	<input type="text"/>
Signature Authorised Signatory	<input checked="" type="checkbox"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Position	<input type="text"/>
Signature Authorised Signatory	<input checked="" type="checkbox"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Company Stamp (if any)	<input type="text"/>

TERMS & CONDITIONS

1. Meaning of Expressions

This table explains expressions used in this Agreement –

This expression	means...
We, our, us	American Express (Thai) Company Ltd.
You, your	The other company or organization which has signed this Agreement on Page 1.
This Agreement	Page 2 to 5 and these Terms and Conditions.
Account	Your American Express Corporate Purchasing Account.
Card	An American Express Corporate Purchasing Card issued on your Account
Account User	An individual authorized by you to incur Charges on the Account, whether by use of a Card or otherwise.
Charges	All amounts charged to the Account, with or without use of Cards and regardless of whether a charge form or other charge authorization is signed, including purchases of goods and services, late payment fees or liquidated damages and any other fees or charges.

2. Accounts & Cards

- 2.1 We will establish and operate the Account in your name. We will issue Cards on your Account bearing your name and those of your designated employees, unless you request us not to, in which case we reserve the right to notify you of different procedures for use of the Account, which you agree to comply with.
- 2.2 We reserve the right to:
- Require each prospective Account User to complete our application for the Card or Account use facility which you have designated him/her to receive;
 - Decline to issue, renew or replace a Card or Account use facility to any person;
 - Deny authorization of any Charge you or an Account User wish to make.
 - Cancel or suspend, by giving prior notice, the use of a Card or Account at any time either generally or in relation to a particular transaction;
 - Charge an annual fee as detailed in the attached schedule – Current Corporate Card Sliding Fee Schedule in Corporate Card System for J/APA per Card and/or Account.
- 2.3 Subject to 2.2, we shall renew and replace Cards until you or the Account User directs otherwise.
- 2.4 We shall suspend the authorization of a Card within five (5) minutes of any such notification made to the customer service number 0 2273 5566. You will not be liable for any unauthorized use of the Card after the lapse of such five (5) minutes.

3. Your Liability for Accounts and Cards

- 3.1 You are solely liable to pay us for all Charges on Cards and/or the Account. You must not use or allow to be used the Account to incur Charges if you do not honestly believe that you will be able to pay us in full for those Charges.
- 3.2 Subject to 3.3 and where you have not contributed to the loss, you are not liable for unauthorized Charges on the Account, which means Charges that did not benefit either you or the Account User and were incurred by someone who was not you or the Account User and who had no actual, implied, or apparent authority to incur charges on the Account.
- 3.3 You must notify us as soon as you become aware or have reason to suspect that a Card is lost or stolen or if a Card or the Account is at risk of being misused.
- 3.4 You must notify us immediately if an Account User's authority to incur Charges on your behalf terminates (due to termination of employment or any other reason) and the effective date or expected date of termination. You remain liable to pay us for all Charges incurred until we receive notice of such termination from you.
- 3.5 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.

4. Service Fees

- 4.1 If service fees are payable during the term of this Agreement, you agree to pay them when we bill them to your Account in accordance with our normal practice.
- 4.2 You agree we may charge you the implementation fee referred to on Page 2 should you not reach a specified volume of charges ("Volume") during the twelve month period from the Start Date of this Agreement. You acknowledge and agree the Volume shall be determined by us in our sole discretion, and advised to you at the commencement of this Agreement.
- 4.3 All amounts payable under this Agreement are: a) expressed in and are payable in Thai Baht unless otherwise indicated; and b) Exclusive of Value Added Tax which, if applicable shall be added to and payable in addition to the amount due.

5. Use of Cards and Accounts

- 5.1 Except with our express prior agreement, you confirm that your Account Users¹ will only use the Account/Card to purchase goods or services used by your company in the running of its day to day business, including but not limited to stationery, temporary labour, computer equipment and couriers, and that such goods or services purchased will not, in their original purchased format, become part of your inventory of goods or services for resale.

6. Payment of Charges

- 6.1 You agree to pay us for Charges each month by direct debit to your bank account within 14 days after the date of your monthly Account closure (cycle cut) date. We agree to advise you of these cycle cut dates and you agree to pay the amount on each of these dates, as indicated in our feeds to you. If the data feed information is not available for any reason, you agree to notify us without delay and we shall advise you verbally of the amount due, which you agree to pay. Where we agree with you that information on your Account is to be provided in any other manner in lieu of data feeds (Statement of Charges), payment of Charges shall be made not later than ten (10) days after provision of such Statement of Charges on you.
- 6.2 You agree not to deduct or withhold, without our prior approval, any amount shown as due on any data feed or Statement of Charges. If you believe any Charge shown on a data feed or Statement of Charges is in error or in dispute with the seller, you will notify us thereof within ten (10) business days of receipt of the same. Provided that (a) any such query is raised within sixty (60) days of the date you received the data feed of Statement of Charges and (b) you can prove to our reasonable satisfaction that such Charge is incorrect, we will take appropriate action as described below. If you are unable to notify us before payment is made we will take all reasonable and appropriate action to resolve your billing dispute and where appropriate re-credit your Account.

If a Charge is incurred in respect of your Account without the presentation of the Card and verification of an Account User's signature:

- but you or an Account User notifies us that you did not incur such Charge, we will cancel such Charge or if payment has already been made, we will re-credit your Account unless we can prove that it arose as a result of your or an Account User's actions; or
- you or an Account User cancels an order to purchase goods or services by informing the provider of such goods or services ("Merchant") and us of your intention within forty five (45) days of making such order or within thirty (30) days of the date agreed in writing for the delivery of goods or the provision of such services, we will cancel such Charge if you or an Account User can establish by providing supporting evidence that the Merchant has not performed its obligations in accordance with the contract. If a re-credit to your Account is required, it will be made within thirty (30) days of you or an Account User informing us or within sixty (60) days if the Charge is incurred offshore.

If a Merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If we agree to give you a temporary credit for a disputed amount, you must pay us for all other Charges,

- 6.3 Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of our rights to payment in full.

7. DATA PROTECTION AND USE OF PERSONAL INFORMATION

A. Personal Information Processed by Us

We generally collect, use and/or disclose ("process" and "processing") your "Personal Information", which refers to the information pertaining to a person, which enables the identification of such person, whether directly or indirectly, but not including the information of the deceased persons in particular, in the ordinary course of our business. The example of the Personal Information is as follows:

Category	Example of the Personal Information
Contact information	Full name, email address, telephone number, mobile number, address, and etc.
Identification and background information	Passport number, identification card number, employment details, information about your background, and etc.
Financial/credit information	Card number, name specified on the card, payment transactions, etc.
Product/service-related Information	Any information, which is specified and/or provided to Amex when applying for a product or service, and during the use of our products and services, etc.
Sensitive Personal Information	Criminal record – it may be necessary for Amex to process your criminal record when you apply for and/or use our products and services. Copy of Thai identification (ID) card – In certain circumstances, it may be necessary for Amex to collect your Personal information that appears on the copy of Thai ID Card, for specific purposes, such as entering into a contract with you or as part of the know-your-customer (KYC) process.

Category	Example of the Personal Information
	<p>Your copy of Thai ID card may contain the Personal Information in relation to religion and blood type, which is considered as Sensitive Personal Information under the PDPA.</p> <p>In this regard, Amex does not have an intention to collect or process such Sensitive Personal Information, which is appeared on the copy of your Thai ID card, i.e., religion and/or blood type. We therefore require you to omit, blind or cross out the information about religion and/or blood type data, before surrendering/providing a copy of the Thai ID card to us and affix your signature at the place where the information is blinded or crossed out, unless the copy of the Thai ID card is to be passed to local authority(ies) as required by law or such authority (ies), or the processing of the Thai ID card no longer require the consent.</p> <p>In the case where the full copy of the Thai ID card is collected, whereby the Sensitive Personal Information still appears on such Thai ID card, we may, at any time, blind or cross out the information about your religion and/or blood type from such document in order to comply with the PDPA that requires us to collect the Personal Information to the extent that is necessary and relevant for its business operations.</p>

B. The Collection of the Personal Information

In general, Amex collects your Personal Information directly from you when you apply to use our product or service, e.g., during the operation of your account, whereby your Personal Information may be provided by you via the application form.

In addition, in certain circumstances, your Personal Information may be collected through various means, as follows:

- (i) Your Personal Information is collected through third parties. Such third parties include but are not limited to other customers or business, including co-branded partners of companies within the worldwide American Express group of companies ("Amex Group companies") who have referred you to us;
- (ii) Your Personal Information is publicly available;

You acknowledge that, in certain circumstances, your Personal Information can be processed without your consent, and that is permitted and conducted in accordance with the Personal Data Protection Act B.E. 2562 (2019) ("PDPA").

If we need to collect the Personal Information from the data subjects, who are minors (whose age is below 20 years and not legally married), incompetent and/or quasi-incompetent persons as defined under Thai laws, and the processing of the Personal Information of such person requires consent, Amex will not process such Personal Information until the valid consent from the data subject and/or the legal guardians (as the case may be) has been obtained.

If your Personal Information is required for entering into a contract with Amex, for performing our rights and duties under the agreement between you and Amex, and/or for the compliance with applicable law, if you refuse to provide such Personal Information required for said purposes, or where you request that we suspend our use of such Personal Information, (1) we may not be able to provide you the Card, products, or services that you require; (2) you may not be able to use your Card and/or any Amex's products and services; and/or (3) we may cancel the use of the Card and cease to provide any products/services.

If we will collect the Personal Information other than those proscribed in this Condition, we will inform you about the collection and/or the processing of the Personal Information and may request for your consent (if required), in accordance with the Terms and Conditions and the PDPA.

C. Purpose of Collection, Use or Disclosure

In general, we will process your Personal Information for the following purposes:

Data Processing Activities	Details
To enter into an agreement or establish a legal relationship between Amex and you	Your Personal Information may be required to be processed by Amex in order to take any step to proceed with your request to enter into a contract with Amex. For example, when you provide your Personal Information in the application form, whereby Amex needs to consider your Personal Information to consider approving and issuing Card to you, and when you apply for any Amex's products and services.

Data Processing Activities	Details
	<p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information • Financial and/or credit information • Product/services-related information • Sensitive Personal Information (i.e., criminal records and copy of Thai ID card) <p>Lawful basis</p> <ul style="list-style-type: none"> • Contractual necessity
To perform the rights and comply with the obligations under the agreement between you and Amex	<p>It is necessary for Amex to process your Personal Information to perform rights and obligations under the agreement between Amex and you.</p> <p>The examples of the processing activities are as follows:</p> <ul style="list-style-type: none"> • Delivering our products and services to you, administration, service and operation of your Account; • Conduct credit analysis and issuance of any Card; • Managing the benefits and/or insurance programs in which you are enrolled. <p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information • Financial and/or credit information • Product/services-related information <p>Lawful basis</p> <ul style="list-style-type: none"> • Contractual obligation
Manage the operation of the business of Amex	<p>It may be necessary and legitimate for us to process your Personal Information for certain purposes.</p> <p>The examples of the processing of the Personal Information are as follows:</p> <ul style="list-style-type: none"> • Processing and collecting Charges on your Card; • Conducting data analytics, research and analysis; • Improving our products and services, including but not limited to monitoring and recording telephone calls between you and us; • Managing risks relating to our business, including but not limited to credit risk, fraud risk and operational risk • Actual or proposed purchase, sale, lease, merger or amalgamation or any other acquisition, disposal or financing of any Amex Group companies or a portion of such company or of any of the business or assets of such company. <p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information • Financial information • Product/services related information <p>Lawful basis</p> <ul style="list-style-type: none"> • Legitimate interest
To conduct the KYC process	<p>When you enter into a transaction with Amex, e.g., when applying for a product or service, it is necessary for Amex to undertake the KYC process to identify and verify your identity. Amex is also obliged to ensure that your Personal Information is up-to-date.</p> <p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information <p>Lawful basis</p> <ul style="list-style-type: none"> • Legal obligation • Legitimate interest
Conduct marketing activities	<p>AMEX may process your Personal Information to conduct advertising and marketing our products and services, and those of our third-party business partners.</p>

Data Processing Activities	Details
	<p>We and other Amex Group companies may use your Personal Information to identify goods and services in which you may be interested; and market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to such goods and services. We may also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.</p> <p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information • Product/services-related information <p>Lawful basis</p> <ul style="list-style-type: none"> • Legitimate interest • Consent (as the case may be)
Comply with the applicable laws and regulations	<p>Your Personal Information may be required to be processed under the obligations and requirements under the laws and regulations, which are applicable to us (e.g., the PDPA, the Anti-Money Laundering Act, the BOT's regulations) and to comply with legal orders, notices, law enforcement requests and other laws.</p> <p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information • Product/services-related information • Financial and/or credit information • Any other information, which is required by the applicable law. • Sensitive Personal Information <p>Lawful basis</p> <ul style="list-style-type: none"> • Legal obligation • Explicit consent (for the processing of the Sensitive Personal Information, which could not rely on legal obligation)
To establish, exercise, comply or defend legal claims	<p>Your Personal Information may be processed as part of the establishment, exercising, compliance or defense of legal claims.</p> <p>Relevant Personal Information</p> <ul style="list-style-type: none"> • Contact information • Identification and background information • Product/services-related information • Financial information • Any other information, which is required to establish, exercise, comply or defend legal claims <p>Lawful basis</p> <ul style="list-style-type: none"> • Legal claims (for the processing of the Sensitive Personal Information) • Legitimate interest (for the processing of the Personal Information)

D. Updating Personal Information

You acknowledge and agree that as long as you use our products and services, you will update us of any change to your Personal Information, and assist us to ensure that your Personal Information such as personal background details (e.g. job or business information) and/or latest financial information (e.g. credit references and bank details) remains correct, up-to-date, complete and not misleading, including responding to our request (which may be made from time to time) for your updated Personal Information.

E. Third Party Consents

Where you: (1) provide us with information relating to a third party (including authorized account managers); (2) refer a third party to us; or (3) where you purchase goods and/or services on behalf of a third party, you confirm that you have informed that third party in relation to the processing of the Personal Information, as explained in this Privacy Policy, and obtained all necessary valid and enforceable consent (if required) in accordance with applicable laws (including the PDPA) from that third party to the disclosure to us and/or processing of his or her Personal Information by us and the other parties, which may receive the Personal Information.

F. Electronic or Telephone Communication

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. We may also monitor and/or record telephone calls between us to assure the quality of our customer service.

G. Disclosure of Personal Information

Your Personal Information may be disclosed to third parties for the purposes specified in the Terms and Conditions. Such third parties include the followings:

- Amex Group companies;
- any party whose name or logo appears on the Card issued to you;
- third parties who process transactions submitted by Service Establishments on the American Express network where you use the Card worldwide;
- processors and suppliers we or any other Amex Group companies may engage;
- the providers of services and benefits associated with your Account;
- consumer credit bureaus, credit information companies, consumer reference agencies, collection agencies and lawyers;
- parties (including Service Establishments) who accept the Card in payment for goods and/or services purchased by you;
- parties who distribute the Card;
- co-branded partner of Amex set out in the Terms and Conditions governing use of your Account;
- banks, financial institutions, government agencies, statutory boards or authorities in Thailand or elsewhere;
- anyone to whom we may transfer contractual rights;
- any other party approved by you or to whom we consider it in our interests to make such disclosure; and/or
- government agencies, regulators, courts, and officials.

H. International Transfer of Data

Personal Information may be processed in, accessed in or disclosed to countries outside Thailand for the purposes specified in the Terms and Conditions.

You agree that we may transfer of your Personal Information outside Thailand to jurisdictions that may not protect your Personal Information to the standards under the PDPA. In any cases, we will take appropriate steps to ensure that your Personal Information will be protected, in accordance with the PDPA.

I. Retention Period

We keep Personal Information for the purposes described in the Terms and Conditions for as long as it is necessary for our business or legal purposes, and as you have a legal relationship with us, and we will continue to keep your Personal Information for an additional period of 11 years after termination of your Account or the last contact between AMEX and you, unless otherwise required or permitted by applicable law.

J. Your Rights

You are entitled at any time, subject to conditions and restrictions prescribed in the PDPA, to:

- withdraw your consent to the processing of your Personal Information, unless there is a restriction of the withdrawal of consent by law or the contract that benefits you;
- request the access to and/or obtain a copy of information held by us about you or your Account or the disclosure of details on how your Personal Information may be collected without your consent;
- request the sending or transferring of your Personal Information in machine readable formats to other parties when it can be done by automatic means, or request to directly obtain your Personal Information in such format that we send or transfer to other parties, unless it is impossible to do so due to technical constraints;
- object to the processing of your Personal Information under such circumstances as set out in the PDPA;
- request the destruction or anonymization of your Personal Information under such circumstances as set out in the PDPA;
- request the suspension of use of your Personal Information under such circumstances as set out in the PDPA;
- request that we ensure your Personal Information remains correct, up-to-date, complete and not misleading; and
- file a complaint to the competent authority, if we, our employees, or contractors breach or violate the PDPA or other notifications issued in accordance with the PDPA.

You agree that we may impose a reasonable charge to cover the costs of complying with the requests (b) and (c) above. Please make such requests in writing to our Data Protection Officer, whose details are set out in section 12 (Data Protection Officer) under this Condition.

K. Contact details

American Express (Thai) Company Limited

Address: S.P. Building, 388 Phaholyothin Road, Samsennai, Phayathai, Bangkok 10400, Thailand.

Data Protection Officer (DPO)

If you have any questions in respect to the processing of your Personal Information or wish to exercise your data subject's rights, please contact our DPO in writing at: Data Protection Officer, American Express (Thai) Company, Limited, The Data Privacy Office, Alternatively, please contact our Customer Care Professionals at the number specified at the back of your Card for further communication with our DPO.

8. Information Authorization

- 8.1 You authorize us to process, consolidate and transmit American Express data ("Account User Information") related to your individual employees ("Employees") for the purpose of creating business related corporate management reports to be made available to you.
- 8.2 You agree to inform Employees specifically what Account User Information is being consolidated, how it is being consolidated, who is consolidating it, and what the consolidation entails through an appropriate means of communication, including but not limited to messaging posted on a web site, individual employee disclosure and/or a broadcast e-mail message to American Express Corporate customers.
- 8.3 "Deliberately left blank"
- 8.4 The authorisation set out in sections 7 and 8 extends to all Account User information and Corporate Information transferred by or forwarded to legal entities and affiliates of either American Express or you in relation to this Agreement.
- 8.5 You hereby give your consent to the Thai Credit Bureau Co. Ltd ("TCB") or other credit reference agencies, banks, financial institutions or other juristic persons who are members of TCB, to disclose your private information and/or credit information and/or other information which you have with TCB, banks, financial institutions and other juristic persons who are members of TCB or other reference agencies at all times, which will be for the benefit of banks/companies in their consideration of whether to grant, continue to grant or renew the loans/ credit facilities or for other purposes as stated by law.

9. Liquidated Damages

You agree that we are entitled to charge you liquidated damages of 1.3% on any Charge appearing in an Account statement for which we have not received full payment by the date of the next statement. The liquidated damages will appear as a Charge in that next statement.

10. Program Administrator

You agree to designate an employee ("Program Administrator") to assist us in operating Accounts and Cards. You authorize the Program Administrator to act on your behalf for all matters relating to this Agreement. We are entitled to rely on directions, consents and information from your Program Administrator.

11. Problems with Goods or Services

- 11.1 We are not responsible for goods or services purchased with Cards or on the Account and you agree to resolve any disputes concerning such goods or services directly with the seller or service provider.
- 11.2 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.

12. Charges Made In Foreign Currencies

If you make a Charge in a currency other than Thai Baht, that Charge will be converted into Thai Baht by the American Express currency conversion affiliate, AE Exposure Management Limited ("AEEML"). The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in US Dollars, AEEML will convert it through US Dollars, by converting the Charge amount into US Dollars and then by converting the US Dollars amount into Thai Baht. If the Charge is in US Dollars, AEEML will convert it directly into Thai Baht.

You understand and agree that the conversion rate AEEML uses, which is called the "American Express Exchange Rate", will be: (i) the rate required by law or customarily used in the territory where the Charge is made or where this does not apply; (ii) based on interbank rates that AEEML selects from customary industry sources on the business day prior to the processing date. American Express will then add a Currency Conversion Risk Factor of 2.5% assessment on such Charges. The American Express Exchange Rate is set each day from Monday to Friday including bank holidays, except for 1 January and 25 December. When you make a Charge in a currency other than Thai Baht, you may be given the option of allowing a third party (for example, the retailer) to convert your Charge into Thai Baht before submitting it to American Express. If you decide to do this, the exchange rate and any commission or charge will be set by the third party. As American Express will receive a Charge converted by a third party in Thai Baht, American Express will not apply a Currency Conversion Risk Factor of 2.5%.

13. Our Responsibility

- 13.1 We shall provide you with electronic data feeds for the Account detailing transactional data. In addition or in lieu of the data feeds as we may agree with you, we will provide a monthly statement, containing the necessary information from the datafile.
- 13.2 If we agree to place any limits or restrictions on the type of Charges incurred on any Card or the Account, we will use all 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.

14. Indemnity

- 14.1 Each party agrees to indemnify the other against any claims, liabilities, losses or damages (including reasonable legal fees) incurred by the other party arising out of the indemnifying party's failure to perform, or its negligent or wrongful performance of this Agreement.
- 14.2 To the extent allowed by applicable law, neither party shall be liable to the other party or any third party for any loss of profits or goodwill nor for any other special, incidental, indirect, consequential or punitive damages.
- 14.3 Each party agrees to notify the other without delay of any circumstances in respect of which it claims indemnification under this section and to allow the other to have control of any related negotiations or proceedings.

15. Confidentiality

- 15.1 Save to the extent agreed to by the other party or otherwise allowed under this Agreement, each party agrees to treat the terms of this Agreement as strictly confidential, as well as all information received from the other party which is not publicly available.
- 15.2 This provision shall survive the termination of this Agreement.

16. Term and Termination

- 16.1 This agreement shall continue in force until and unless terminated by either party giving the other sixty (60) days written notice.
- 16.2 You may cancel the Account and terminate this Agreement at any time. Your cancellation will not be effective until you notify us in writing.
- 16.3 Either party may terminate this Agreement 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 statutory administration, or if it ceases to carry on business in the country of the currency in which the Account is opened or is in breach of this Agreement. In addition we may terminate this Agreement immediately by notice if any Account User fails to comply with the conditions of the Cardmember Agreement.
- 16.4 On cancellation, you must destroy immediately the Cards issued on the Account. You will remain liable for all Charges incurred before the Account is cancelled and the Cards are destroyed. We will give you a refund or credit of a pro-rata portion of your annual Account fee.

16.5 On termination of this Agreement the Account and all Cards will be automatically cancelled. All Charges incurred before cancellation of the Account are payable in accordance with this Agreement.

17. General Provisions

17.1 This Agreement contains the entire agreement of the parties relating to its subject matter and supersedes and excludes all other provisions or agreements in any form.

17.2 Subject to 17.3, no amendment or waiver of this Agreement shall be valid unless it is both expressed in writing to be an amendment or waiver of this Agreement and signed by the party against whom it is claimed.

17.3 We reserve the right, by giving you thirty (30) days' prior notice or seven (7) days' prior notice if urgent, or any longer period required by law, to amend any or all of the American Express Corporate Purchasing Solution programs (including the Terms and Conditions of this Agreement) to comply with legal requirements or introduce changes, which affect all our clients. By continuing to use the Account after notification, you agree to the amendment. If you do not accept the amendment you must cancel the Account by notifying us immediately and destroying all Cards issued on the Account. We will then refund a pro-rata portion of the annual fee (if any). You will still be liable for Charges incurred before the Account is cancelled and the Cards are destroyed.

17.4 Neither party may assign this Agreement without first getting consent from the other, except that we are entitled to have ourselves replaced as party to this Agreement by one of our Related Companies. For the purposes of this Agreement our "related company" shall be construed to mean any corporation who directly or indirectly (through one or more intermediaries) controls or is controlled by or under common control with us and, for these purposes, a corporation shall be treated as being controlled by another if that other person (i) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body of the first-mentioned corporation and/or (ii) legally and/or beneficially owns (directly or indirectly) more than half the issued share capital of the first-mentioned corporation.

17.5 You agree to allow your company to be named as an American Express customer for public relations and marketing purposes, for the duration of this Agreement. All marketing or written references shall be subject to your prior written approval.

18. Notices

18.1 All notices under this Agreement must be in writing and marked for the attention of the other's contact person referred to on Page 3 against the caption contact title. Notices must be delivered personally or sent by prepaid post or facsimile transmission to the address or fax number of the recipient set out on Page 2.

18.2 A party may change its notice details by giving notice to the other in accordance with this section.

19. Governing Law

This Agreement and all matters relating to the Account or Cards are governed by the laws of Thailand. The parties submit to the exclusive jurisdiction of the courts of Thailand in relation to any matter arising under this Agreement.

20. Complaint/Feedback Channel

If you are not satisfied with any aspect of our services, you can tell us about your concerns or make a complaint by contacting our Customer Service at 0 2091 2772 or contact Financial Consumer Protection Center (FCC), a unit of Bank of Thailand, Tel: 1213, Fax: 0 2283 6151, Email: fcc@bot.or.th

**AMERICAN EXPRESS (THAI) CO., LTD.
DETAILS OF INTEREST RATE, PENALTY CHARGE, FEES AND OTHER SERVICE CHARGES**

American Express® Corporate Purchasing Card

1. Interest Rate, Penalty Charge, Fees and Other Service Charges				
Interest Rate	N/A			
Credit Usage Fee	N/A			
Late Payment Fee	16% per annum of Outstanding Balance			
Fees or Other Service Charges (Extended Payment Plan)	N/A			
Start Date of Interest and Credit Usage Fee or Late Payment Fee	Statement Date			
2. Minimum Repayment				
N/A				
3. Grace Payment Period				
N/A (No Interest on Charge Card)				
4. Card Fees by Type⁽¹⁾				
Joining Fee (one time)	N/A			
Urgent New Fee	N/A			
Annual Fee (per annum): Card Membership	449.53 - 1,649.53			
5. Payment Fee (VAT Inclusive)				
Direct Debit	Free of Charge			
Over the Counter at American Express	Free of Charge			
Payment by Cheque or Money Order	Free of Charge			
Over the Counter and Electronic Payment Channels (ATM, Internet, Phone Banking) at the Participating Commercial Banks	Bangkok and Greater Bangkok area⁽²⁾/Upcountry area (Baht per transaction)			
	Counter	ATM	Internet	Phone
Bangkok Bank	15/30	15/30	Free of Charge	15/30
Kasikorn Bank	15/50	15/20	Free of Charge	15/25
Siam Commercial Bank	Service not available	15/35	Free of Charge	Service not available
Bank of Ayudhya	15/30	10/20	Free of Charge	10/20
United Overseas Bank	10/20	10/20	Free of Charge	Service not available
6. Card Replacement Fee⁽¹⁾				
Free of charge				
7. Request Fee for Statement⁽¹⁾				
23.37 Baht/Page				
8. Disputed Charge				
Free of charge				
9. Returned Cheque Fee⁽¹⁾				
200 Baht/Each returned cheque				
10. Credit/Collection Administration Fee				
Free of charge				
11. Fees related to payment to governmental agency				
N/A				
12. Currency Conversion Risk Factor⁽³⁾				
2.5%				

Remarks - N/A is "Not Applicable"

(1) All Fee are excluding VAT

(2) Greater Bangkok areas = Samutprakarn, Nonthaburi and Patumthani

(3) Spending in foreign currency: If you make a Charge in a currency other than Thai Baht, that Charge will be converted into Thai Baht by the American Express currency conversion affiliate, AE Exposure Management Limited ("AEEML"). The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in US Dollars, AEEML will convert it through US Dollars, by converting the Charge amount into US Dollars and then by converting the US Dollars amount into Thai Baht. If the Charge is in US Dollars, AEEML will convert it directly into Thai Baht.

You understand and agree that the conversion rate AEEML uses, which is called the "American Express Exchange Rate", will be: (i) the rate required by law or customarily used in the territory where the Charge is made or where this does not apply; (ii) based on interbank rates that AEEML selects from customary industry sources on the business day prior to the processing date. American Express will then add a Currency Conversion Risk Factor of 2.5% assessment on such Charges. The American Express Exchange Rate is set each day from Monday to Friday including bank holidays, except for 1 January and 25 December. When you make a Charge in a currency other than Thai Baht, you may be given the option of allowing a third party (for example, the retailer) to convert your Charge into Thai Baht before submitting it to American Express. If you decide to do this, the exchange rate and any commission or charge will be set by the third party. As American Express will receive a Charge converted by a third party in Thai Baht, American Express will not apply a Currency Conversion Risk Factor of 2.5%.

To check the preliminary exchange rates for reference, please visit www.americanexpress.co.th or contact Customer Service Department.

americanexpress.co.th

American Express (Thai) Company Limited
 ©Registered Trademark of American Express Company.
 S.P. Building, 388 Phaholyothin Road, Bangkok 10400, Thailand



AME783_CPC COMPANY_SL_Oct23