

AMERICAN EXPRESS® Gold Corporate Card Employee Application

Sole Liability Thailand



The Gold Corporate Card **Employee Application** (SL)

AMEX 55555
5203880504
Corporate Account No.

Please ensure all the application details are completed to speed up the application process and send to:

New Accounts, American Express (Thai) Company, Limited

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Employee I.D. Cost Centre
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American Express Cardmember Experience
American Express® Card
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A/C No.
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Billing Delivery Address
Diffing Derivery Address
Current Address Company Address
Billing Address (in Thai language)
Postcode

DECLARATION BY APPLICANT

Terminology

Company Card Account – account of the Company maintained by American Express.

Individual Gold Corporate Card Account – account of the Individual Gold Corporate Cardmember issued under the Company Card Account maintained by American Express.

I, the Individual Gold Corporate Card applicant, hereby apply to you, American Express (Thai) Co, Ltd., for an American Express Gold Corporate Card ("Corporate Card"). By signing below, I am asking you to open an Individual Gold Corporate Card Account in my name under the Company Card Account and to issue a Gold Corporate Card in my name.

I agree to use the Gold Corporate Card only for business purposes of the Company.

I understand and agree that the Company will be liable for all charges made with the Gold Corporate Card.

If either you or the Company cancels the Company Card Account or either you or I cancel my Individual Card Account, the Gold Corporate Card issued in my name shall be cancelled automatically.

I authorise you and your affiliates to contact any sources for information (including, without limitation, the National Credit Bureau Co. Ltd.) at any time, to use any information about me, including information from this application and from consumer credit reports for credit decisioning and administrative purposes and to share such information with each other.

I, the Corporate Cardmember applicant, whose signature appears below, authorise my employer's nominated individuals to manage my (a) active American Express Corporate Card Account(s); or (b) where any payment remains outstanding, my closed American Express Corporate Card Account(s) (collectively, the "Subject Account(s)"), and to receive enquiries from American Express (Thai) Co., Ltd. or such other party as it may engage ("Collection Parties"), regarding the collection of outstanding payments owing by myself (if any) in relation to the Subject Account(s).

As a result, I further request and authorise American Express (Thai) Co., Ltd., from time to time, in relation to the Subject Account(s), to (a) disclose to my employer's nominated individuals any and all details in relation to the Subject Account, and (b) comply with any and all of my employer's nominated individuals' maintenance and financial instructions including but not limited to, where applicable, change of address & telephone number, Card activation and account cancellation instructions.

I, the Corporate Cardmember, agree that any action performed by my employer's nominated individuals on my behalf within the scope of this Consent Form shall have full force and effect as if performed by me in all respect and I shall accept full responsibilities of such action.

The consent given pursuant to this Consent Form shall remain in full force and effect until American Express (Thai) Co., Ltd. receives and processes written notification from me that I have withdrawn it.

Warning!!

A late payment fee is applied for the American Express Gold Corporate Card. Should the payment not be made in full or be delayed, you and/or the Company, depending on the type of liability, will be subject to a late payment fee. Please ensure you completely understand the product and the Terms and Conditions before signing the application.

To read full terms and conditions, please refer to http://gcpcms.americanexpress.com/th/forms

Signature of Applicant

Date DD / MM / YYYY

DECLARATION BY COMPANY

The company named in this application ("Company"), through the execution of this declaration by the duly authorised signatory(ies) whose name is set out below, hereby request the issuance of an American Express Gold Corporate Card to an individual named in this application who is the employee of the Company. The Company hereby confirms that the information given in this application form is to the best of the Company's knowledge true and correct, and that the Company hereby confirms to be bound by the American Express Gold Corporate Card Account agreement conditions, with respect to such Gold Corporate Card Account.

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Signature of Authorised Signatory with Company Stamp (if any)	_
Name in Full	
Name in Full	_
Position	_
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PLEASE ENCLOSE THESE DOCUMENTS

- 1. Certified copy of ID card (both front and back for Thai) or Passport (non Thai)
- 2. Certified copy of Work Permit (non-Thai)
- 3. Certified copy of House Registration (Thai)
- Certified copy of the current address proof document issued within 3 months (Thai and non-Thai) e.g. Utility Bills, Lease Agreement, Driving License, ID card, House Registration
- 5. A full-face view photograph of yourself directly facing the camera with your ID document (the page that contains the ID photo)
- 6. Photograph of your ID card (Thai) or Passport (non-Thai), which shows the ID photo
- Please complete personal information in the boxes provided.
- Please do not use liquid paper or other erasable methods to erase any incorrect information on the application. Please cancel the portion of the information that is incorrect and sign against the cancellation.
 The correct information should then be provided next to the cancelled portion of the information.
- Do not make any correction to the printed statement or correct any contents under any circumstances.
- The signature on every document must be the same as signed on the application form.
- Your photograph with your ID document: Please face forward with a neutral facial expression and both eyes open in the photograph. Please hold your ID document (showing the ID photo) in one hand next to and without covering your face. Please ensure that the photograph captures the entire ID Card/ Passport
- 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.

Data Protection and Use of Personal Information

A. Personal Information Processed by Us

Category

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:

Example of the Personal Information

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.
	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.
	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.
	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.

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	Your Personal Information may be required to
agreement or establish a	be processed by Amex in order to take any step
legal relationship	to proceed with your request to enter into a
between Amex and you	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
	Relevant Personal Information 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)
	Contractual necessity
To perform the rights and comply with the obligations under the agreement between you and Amex	It is necessary for Amex to process your Personal Information to perform rights and obligations under the agreement between Amex and you.
	The examples of the processing activities are as follows: 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.
	Relevant Personal Information Contact information Identification and background information Financial and/or credit information Product/services-related information
	Lawful basis • Contractual obligation
Manage the operation of the business of Amex	It may be necessary and legitimate for us to process your Personal Information for certain purposes.
	The examples of the processing of the Personal Information are as follows: 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.
	Relevant Personal Information Contact information Identification and background information Financial information Product/services related information
	Lawful basis • Legitimate interest

Data Processing Activities	Details
To conduct the KYC process	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.
	Relevant Personal Information Contact information Identification and background information
	Lawful basis Legal obligation Legitimate interest
Conduct marketing activities	AMEX may process your Personal Information to conduct advertising and marketing our products and services, and those of our third-party business partners.
	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.
	Relevant Personal Information Contact information Identification and background information Product/services-related information
	Lawful basis • Legitimate interest • Consent (as the case may be)
Comply with the applicable laws and regulations	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.
	Relevant Personal Information 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
	Lawful basis Legal obligation Explicit consent (for the processing of the Sensitive Personal Information, which could not rely on legal obligation)

Data Processing Activities	Details
To establish, exercise, comply or defend legal claims	Your Personal Information may be processed as part of the establishment, exercising, compliance or defense of legal claims.
	Relevant Personal Information 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
	Lawful basis 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:

- (a) Amex Group companies;
- (b) any party whose name or logo appears on the Card issued to you;

- (c) third parties who process transactions submitted by Service
 Establishments on the American Express network where you use the
 Card worldwide:
- (d) processors and suppliers we or any other Amex Group companies may engage;
- (e) the providers of services and benefits associated with your Account;
- consumer credit bureaus, credit information companies, consumer reference agencies, collection agencies and lawyers;
- (g) parties (including Service Establishments) who accept the Card in payment for goods and/or services purchased by you;
- (h) 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;
- (k) anyone to whom we may transfer contractual rights;
- (I) any other party approved by you or to whom we consider it in our interests to make such disclosure; and/or
- (m) 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:

- (a) 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;
- (b) 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;
- (c) 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;

- (d) 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;
- (g) request that we ensure your Personal Information remains correct, up-to-date, complete and not misleading; and
- (h) 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 K (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.

By signing below, I hereby accept and provide my consent for any collection, use and disclosure of Personal Information in accordance with the above.

Signature of Applicant

Date DD / MM / YYYY

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

American Express® Corporate 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 N/A 2. Minimum Repayment 3. Cash Withdrawal Fee(1)(2) 3% of Amount Withdrawn 4. Grace Payment Period N/A (No Interest on Charge Card) **Operating Fee Corporate Card (Green) Corporate Card (Gold) Basic Basic** 5. Card Fees by Type(2) Joining Fee (one time): Urgent New Fee N/A Annual Fee (per annum): Cardmembership 449.53 - 1,649.531,249.53 - 2,449.53 6. 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, Bangkok and Greater Bangkok area(3)/Upcountry area (Baht per transaction) Internet, Phone Banking) at the Participating Commercial Banks Counter **ATM** Internet Phone Bangkok Bank 15/30 15/30 Free of Charge 15/25 Kasikorn Bank 15/50 15/25 15/25 Free of Charge Siam Commercial Bank Service not available Service not available 15/35 Free of Charge 10/20 Bank of Ayudhya 15/30 Free of Charge 10/20 United Overseas Bank 15/20 10/20 Free of Charge Service not available 7. Card Replacement Fee(2) Free of charge 8. Request Fee for Statement(2) 23.37 Baht/Page 9. Request Fee for Record of Charge⁽²⁾ Domestic Charge Free of charge Overseas Charge Free of charge 10. ATM PIN Replacement Fee(2) Free of charge 11. Disputed Charge Fee⁽²⁾ Free of charge 12. Returned Cheque Fee(2) 200 Baht/Each returned cheque 13. Credit/Collection Administration Fee Free of charge

Remarks – N/A is "Not Applicable"

15. Currency Conversion Risk Factor⁽⁴⁾

(1) For ATM withdrawals, this is only available locally.

14. Fees related to payment to governmental agency

- (2) All Fees are excluding VAT
- (3) Greater Bangkok areas = Samutprakarn, Nonthaburi and Patumthani

N/A

2.5%

You understand and agree that the overseas American Express treasury system will use a conversion rate based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a Currency Conversion Risk Factor assessment on such charges. If charges are converted by the third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them.

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

Spending in foreign currency: If you make a charge in a currency other than Thai Baht, that charge will be converted into Thai Baht. The conversion will take place on the date the charge is processed by overseas 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, the conversion will be made 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 Dollar, it will be converted directly into Thai Baht.