

Agreement Between Corporate Cardmember and American Express Travel Related Services Company, Inc.



Welcome to American Express® Corporate Cardmembership

Read this Agreement thoroughly before you sign or use the enclosed American Express® Corporate Card. By signing, using or accepting the Corporate Card, you will be agreeing with us to everything written here. Your use of the Corporate Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the Corporate Card in half and return the pieces to us. If you do sign the Corporate Card, you should not use it before the valid date or after the expiration date printed on the face of the Corporate Card.

1) Definitions

As you read this Agreement, remember that the words “you,” “your,” or “Corporate Cardmember” mean the person named on the enclosed Corporate Card. The words “American Express,” “we,” “our,” and “us” refer to American Express Travel Related Services Company, Inc. The word “Company” means the entity in whose name the Corporate Card account is opened and whose name appears, in most instances, on the Corporate Card under your name. A Card issued to a Corporate Cardmember is called a “Corporate Card”.

2) Use of the Corporate Card

You agree to use the Corporate Card solely for commercial business purposes and in accordance with Company policy. No other person is permitted to use this Corporate Card for Charges, identification, or for any other reason. If you voluntarily relinquish physical possession of the Corporate Card to another person, you will be liable for all Charges incurred by that person to the extent allowable by applicable law. Spending limits may be placed on your Corporate Card, either at the request of your Company or at the discretion of American Express. You agree that you will not resell or return for a cash refund any goods, tickets, or services obtained with the Corporate Card. Obviously, you may return any item or ticket to an establishment honoring the Corporate Card for credit to your account, if that establishment permits such returns. We reserve the right to deny authorization for any Charge.

3) Charges

All amounts charged to your account, including, without limitation, purchases, cash advances, travelers cheque encashments, any annual Corporate Card fee and other fees will be called “Charges” in this Agreement. Charges also include any purchases in which you have evidenced an intent to incur a charge, regardless of whether you have signed a charge form.

4) Transactions Made in Foreign Currencies

If you incur a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, **in each instance increased by 2.5%**. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

5) Liability

You as the Corporate Cardmember are liable for all Charges billed to your account. All business Charges are to be reported to the Company for expense report processing in accordance with Company policy. All business Charges billed to the Corporate Card which are reimbursable by the Company will be paid by you or paid directly by the Company under the Company's expense procedures applicable to you. You, as the Corporate Cardmember, are accountable for any reimbursements and agree to remit such funds to us promptly. This Agreement has no effect on such procedures or your right to reimbursement or payment by the Company. To the extent that you, as the Corporate Cardmember, fail to honor any of the obligations under this Agreement, we reserve the right to collect the amount of such Charges directly from you.

6) Payments

We may assess an annual Corporate Card fee upon notice to you. Payment for all Charges is due immediately upon receipt of the billing statement we provide to you. You must notify us immediately of any change in your billing address. All payments must be sent to the payment address shown on your billing statement and must include the remittance coupon from your billing statement. You must pay us in U.S. currency, with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, or with a single negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or through an electronic payment method clearable through the U.S. banking system. Your account number must be included on or with all payments. If we decide to accept a payment made in a foreign currency, you authorize us to choose a conversion rate that is acceptable to us to convert your remittance into U.S. currency, unless a particular rate is required by law. Payments conforming to the above requirements that we receive no later than the hour specified on your billing statement will be credited to your account as of the day received; payments conforming to the above requirements that we receive after the hour specified on your billing statement will be credited to your account as of the following day. If payment does not conform to the requirements stated above, crediting may be delayed. If this happens, additional Charges may be imposed. We may accept late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. Our acceptance of any such payments does not mean we agree to change this Agreement in any way. You agree that our acceptance of such payments will not operate as an accord and satisfaction without our prior express written approval.

7) Copies of Statements

If you request a copy of your billing statement for certain months, we may charge your account a search fee of \$5 for each month searched, even if a statement was not generated for such month due to inactivity. A fee may be charged for reprints of statements over three months old.

8) Late Fees

We will provide you a billing statement at the end of each statement billing period (intervals of approximately one month). Each billing statement will identify a “Closing Date” which is the cutoff date we determine for including Charges and payments for that statement billing period. If Charges on a billing statement remain unpaid, we may assess a late fee. The amount of the late fee depends on the length of time your account has remained unpaid and the billing address that we have on file for you. Late fees will accrue as follows, unless prohibited by applicable state law: If there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your account by the 14th day after the Closing Date of the second statement billing period that follows such statement billing period (the “Next Closing Date”), a late fee of \$39.00 will be charged. If there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period will be charged. If payment of the total amounts due is not credited to your account by successive Next Closing Dates, we may assess a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. For the purpose of calculating late fees, we will disregard amounts owed for any annual Corporate Card fee. Late fees will not exceed the maximum allowed by law.

9) Problems with Goods and Services

If you have any questions, problems or disputes concerning the billing statement, you should contact us immediately and we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. However, unless required by law, we are not responsible for any problems you have with any goods or services you charge on the Corporate Card, and, if you have a dispute with an establishment honoring the Corporate Card, payment must be made and the dispute settled directly with the establishment. We will not be responsible if any establishment refuses to honor the Corporate Card or for any other problems you may have with such establishment.

10) Corporate Express Cash; Corporate Travelers Cheques

You may be able to enroll in the Corporate Express Cash program to obtain cash at ATM dispensing machines and enroll in our Corporate Travelers Cheque program to obtain Travelers Cheques. We will have a separate agreement with you concerning use of the Corporate Card in connection with each program.

11) Insurance

If you use the Corporate Card to pay insurance premiums, you give us permission to pay those premiums for you when due and agree to pay us in accordance with the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Corporate Card account is cancelled, we will stop paying premiums for you.

12) Lost or Stolen Corporate Cards

You agree to notify us immediately if the Corporate Card is lost or stolen, or if you suspect it is being used without your permission.

13) Renewal and Replacement Corporate Cards

Your Corporate Card account will be valid through the expiration date printed on the face of the Corporate Card. By accepting the issuance of this Corporate Card, you are requesting us to issue you a renewal or replacement Corporate Card before the current Corporate Card expires. We will bill renewal fees annually. We will continue to issue renewal or replacement Corporate Cards until you or the Company tells us to stop.

14) Changing this Agreement; Assignment

We have the right to change this Agreement at any time. We will notify you of any changes. We will consider that you have accepted the changes if you keep or use the Corporate Card after you receive our notice. If you do not accept the changes, you may terminate this Agreement by cutting the Corporate Card in half and returning the parts to us. You will still be liable for all Charges made before you terminated the Agreement. We may assign this Agreement at any time without notice.

15) Benefits and Services

Subject to applicable law, we reserve the right to add, modify or delete any benefit or service offered with the Corporate Card at any time without notice to you. Availability of benefits is subject to internal policy of your Company.

16) The Corporate Card Remains Our Property; Cancellation

We can revoke your right to use the Corporate Card at any time with or without cause, and without giving you notice. We may list revoked Corporate Card account numbers in our “Cancellation Bulletin,” or otherwise inform establishments honoring the Corporate Card that the Corporate Card issued to you has been revoked or cancelled. If we revoke the Corporate Card or it expires, you must return it to us upon our request. Also, if the Company or an establishment that accepts the Corporate Card asks you to surrender an expired or revoked Corporate Card, you must do so. You may not use the Corporate Card after it has expired or after it has been revoked.

17) Credit Information; Telephone Monitoring

You authorize us to make whatever credit inquiries we may deem appropriate, and obtain and exchange any information we may receive in the course of such investigation with our affiliates. We may ask credit reporting agencies for reports on your individual credit history. Upon request, we will tell you whether an individual report was requested and the name and address of the agency that furnished it. Your performance under this Agreement may be reported to credit reporting agencies. If you believe information we have furnished to a credit reporting agency about your Corporate Card account is inaccurate, you should write to us at the following address and identify the specific information you believe is inaccurate: American Express Credit Bureau Unit, P. O. Box 7871, Ft. Lauderdale, FL 33329-7871. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

18) Information Provided to Affiliates

You authorize American Express, its affiliates and licensees to exchange business and consumer credit reports. You may direct us not to share with our affiliates and subsidiaries certain information (other than transaction or experience information) about you or your Corporate Card account by writing to us at: American Express, P.O. Box 981540, El Paso, TX 79998-1540. Please include your Corporate Card account number.

19) Privacy Act of 1974 Notification

American Express has entered into contracts which enable the Corporate Card to be accepted at certain Federal Government agencies and departments ("Agencies"). As with Corporate Card transactions at commercial establishments, when you choose to use your Corporate Card at an Agency, certain Charge information is necessarily collected by American Express. Charge information from Corporate Card transactions at Agencies may be used for processing Charges and payments, billing and collections activities and may be aggregated for reporting, analysis and marketing activities. Additional "routine uses" of Charge information by Agencies are published periodically in the Federal Register.

20) Use of Corporate Card Account Information

Your Corporate Card is issued to you under your Company's Corporate Card Program and is to be used solely for commercial business expenses and in accordance with Company policy. We use data about your Corporate Card account to provide reports to your Company. We may provide information, including without limitation, information about your payment history and use of the Corporate Card to your Company so that your Company can effectively manage its business expense policy.

21) Mailing Lists

We may use information you have provided to us on your initial application and in surveys, information from how you use the Corporate Card and information from external sources, including consumer reports, for marketing activities (including mailing lists) by us and other American Express companies. We may also use information derived from how you use the Corporate Card and non-credit information available from public sources to develop mailing lists which are used to develop offers you may receive from American Express in conjunction with our partners and service providers. If at any time you wish to have your name and address removed from such lists, please call 1-800-297-8378.

22) Governing Law

This Agreement is governed by the laws of the State of New York (without regard to internal principles of conflicts of law) and by applicable federal law.

23) Fees for Suspended or Cancelled Corporate Cards

If your Corporate Card becomes 90 days past due and your charge privileges are suspended, we will charge a \$25 administrative suspense fee to you, subject to applicable law. If we cancel your right to use your Corporate Card due to non-payment, we will charge a \$25 reinstatement fee to you to process requests to reinstate your cancelled Corporate Card, subject to applicable law. We reserve the right, upon notice, to change these fees and/or charge additional fees in connection with reinstatement, cancellation or suspension of your Corporate Card.

24) Arbitration

(a) *Purpose:* This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court. (b) *Definitions:* As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your accounts that are the subject of this Agreement, this Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above agreements ("Agreements"), except for the validity, enforceability or scope of this Arbitration Provision or the Agreements. For purposes of this Arbitration Provision, "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, credit bureaus, third parties who accept the Card, third parties who use, provide or participate in fee-based or free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) any of the accounts created under any of the Agreements, or any balances on any such accounts, (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services purchased under any of the accounts or the terms of such purchases, (c) the benefits and services related to Cardmembership (including fee-based or free benefit programs, enrollment services and rewards programs), and (d) your application for any account.

(c) *Initiation of Arbitration Proceeding/Selection of Administrator:* Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. We

shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court. Claims shall be referred to either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- NAF at P.O. Box 50191, Minneapolis, MN 55405; website: www.arbitration-forum.com.
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

(d) *Significance of Arbitration:* IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(e) *Restrictions on Arbitration:* IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CARDMEMBERS OR OTHER PERSONS SIMILARLY SITUATED. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including but not limited to the "Continuation" provision below) and without waiving either party's right to appeal such decision, should any portion of this "Restrictions on Arbitration" provision be deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

(f) *Arbitration Procedures:* This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator, who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(g) *Location of Arbitration/Payment of Fees:* Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code, to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your billing address that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

(h) *Continuation:* This Arbitration Provision shall survive the termination of the accounts that are the subject of this Agreement as well as voluntary payment of the balance in full of the accounts, any legal proceeding by you or us to collect a debt owed by the other (so that commencement of a legal action to collect such a debt shall not operate as a waiver of the right of either party to elect arbitration in the event a counterclaim is asserted in such action), any bankruptcy by you or us, and any sale or assignment by us of the accounts which are the subject of this Agreement. Except as otherwise provided in the "Restrictions on Arbitration" provision above, if any portion of this Arbitration Provision (other than the "Restrictions on Arbitration" provision) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.



Amr Williams
President

Global Commercial Card

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