

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

FDR# 1122575



Welcome to American Express® Corporate Card Membership

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 Card Member” 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 Card Member 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 reasons. 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) Annual Fee

The annual fee for the Corporate Green Card is \$55 or a lower amount that may have been agreed between American Express and the Company and will be billed to your account annually. Effective March 6, 2020, the annual fee will increase to \$75 (or a lower amount).

4) Corporate Card Charges

All amounts charged to your account, including, without limitation, purchases, cash advances, any annual Corporate Card fees 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. If you are reimbursed by your Company for Charges, then you are accountable for any reimbursements and agree to remit such funds promptly.

5) Charges Made in Foreign Currencies

If you incur a Charge in a foreign currency (“Foreign Currency Transaction”), you will be purchasing from AE Exposure Management Ltd. (“AEEML”) an amount of foreign currency sufficient to cover the Foreign Currency Transaction. The Foreign Currency Transaction will be converted into U. S. dollars on the date it is processed by Amex or its agents. Unless a particular rate is required by applicable law, you authorize AEEML to choose a conversion rate that is acceptable to AEEML for that date. Currently, the conversion rate that AEEML uses for a Charge in foreign currency is 2.5% higher than (a) the highest official conversion rate published by a government agency or (b) the highest interbank conversion rate identified by AEEML from customary banking sources, on the conversion date or the prior business day, whichever is greater. This conversion rate may differ from rates in effect on the date of the Charge. This conversion rate will be payable to Amex and will be in addition to any yield earned by AEEML or us from the currency

conversion spread. Charges converted by seller(s) of goods and services (such as airlines) will be billed at the rates such sellers use.

6) Liability

Your Corporate Card account is issued to you by us for the benefit of the Company. If we opened your Corporate Card account on the basis of “Full Corporate Liability”, then the Company is fully liable to us for all Charges incurred on your Corporate Card account. If we opened your Corporate Card account on the basis of “Combined Liability”, then you, as the Corporate Card Member, and the Company are jointly and severally liable to us for all Charges billed to your Corporate Card account, except that the Company shall not be liable for Charges you incur that are personal in nature or not for business purposes.

If we make a billing statement available to you, then your Corporate Card account is issued as “Combined Liability”. If we do not make a billing statement available to you, your account is issued as “Full Corporate Liability” and all of your Charges will be billed directly to the Company. Summaries of charges that indicate they are not to be paid, by including “For your records only - do not pay” or similar language, are not billing statements.

This Agreement has no effect on your Company’s expense reporting policy, procedures or your right to reimbursement or payment by the Company. Termination of this Agreement does not affect liability for Charges made prior to termination.

7) Payments

Payment for all Charges is due immediately upon receipt of the billing statement. 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.

8) Late Fees

We will provide a billing statement to you or to the Company, as applicable, 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. “Next Closing Date” with respect to any billing statement means the Closing Date of the billing statement that immediately follows such billing statement. 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 your account. Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to your account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in the 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 may be charged; and (c) payment of the total amount due is not credited to the account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. For purposes 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. Without limiting any of the foregoing, if we credit your account for all or part of any Charge on the Corporate Card, we automatically succeed to, and you are automatically deemed to assign and transfer to us, any rights and claims (excluding tort claims) that you have, had, or may have against any third party for an amount equal to the amount we credited to your account. You further agree that without our consent you will not pursue any claim against or reimbursement from such third party for the amount that we credited to your account, and that you will cooperate with us if we decide to pursue the third party for the amount credited. 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

You may be able to enroll in the Corporate Express Cash program to obtain cash at ATM dispensing machines. We will have a separate agreement with you concerning use of the Corporate Card in connection with this 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 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. 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 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. From time to time we may obtain follow-up credit reports on you. 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

a) 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 exchange information about you, your Corporate Card account and Charges on your Corporate Card account (including details of goods or services purchased) (the "Data") with American Express affiliates and licensees, including their agents, processors and suppliers; with your Company or its subsidiaries, parent and affiliated companies, including their agents and processors; with any party authorized by you; with companies who distribute the Corporate Card, with any other party whose name or logo appears on the Corporate Card; and with merchants ("Service Establishments") used by you, in order to administer and service your Corporate Card account, process and collect Charges on it and manage any benefits, insurance, travel or other corporate programs in which you or your Company is enrolled. Where you purchase goods and/or services on behalf of a third party, you must obtain that third party's consent to the disclosure of his or her information to us for these purposes. In addition, Data created as the result of your use of the Corporate Card at certain Service Establishments, including hotel and car rental locations (collectively, "Rental Locations"), may be used by your Company, the Rental Location, and/or American Express to enable your Company to effectively manage its business expense policy. Your use of the Corporate Card at any such Rental Location shall constitute your consent to the use of your Data as described in this paragraph.

b) If you have arranged for certain merchants to store your Corporate Card number and expiration date (so that, for example:

the merchant may charge your account at regular intervals; or you may make charges using that stored Card information), we may, but are not required to, tell these merchants if your expiration date or Card number changes or if your account is cancelled. You must notify these merchants directly if you would like them to stop charging your Corporate Card.

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, 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 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) Electronic Notices

Billing statements, notices (which include changes to this Agreement), disclosures, additional copies of this Agreement, if requested, and other communications (together called "Communications") may be sent to you electronically or made available online. You must maintain a valid billing address and phone number in our records for your account. You also agree that, where permitted by law, we may send Communications to your Company or your Company's designated representative concerning accounts that are billed to and paid by your Company, in which case Communications to your Company or your Company's designated representative about such accounts, your Card, or this Agreement will be deemed to be a Communication from us to you.

25) CLAIMS RESOLUTION

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

For this section, *you* and *us* includes any corporate parents, subsidiaries, affiliates or related persons or entities. *Claim* means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. *Claim* includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to Card Membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a *claim notice*) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation.

Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, 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 pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will 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 Card Members or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than

this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any *arbitration fees* (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your account, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

26) Communication Authorization

If we need to contact you to service your Corporate Card account or to collect Charges on it, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you (or the program administrator of your Corporate Card account) provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

American Express Customer Care
Global Corporate Payments
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