



Terms and Conditions of the American Express Corporate Programme

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

This Agreement (hereinafter, the “Agreement”) sets the general and particular terms and conditions for the American Express Corporate Card, American Express Corporate Meeting Card, American Express Corporate Purchasing Card, American Express vPayment Account, American Express Business Travel Account (BTA), American Express Business Travel Card, and the American Express B2B Card for Our corporate customers in Spain (each one of them a “Programme” and together the “Programmes”).

Where these terms and conditions refer to a specific Programme, they apply if You already participate in the Programme subject to the “Changes to this Agreement” clause in this Agreement (Section A, Clause 31) or from the time You enrol in the Programme (for enrolment see “Opening Accounts and Issue of Cards” Section A, Clause 1(b)).

The parties agree that Spanish and English are the languages of communication for contractual and information purposes and service provision. The parties agree to accept any method of written communication (e.g. email).

Capitalised words have the meanings assigned to them in Schedule 1 of this Agreement.

A. GENERAL TERMS AND CONDITIONS

1. Opening Accounts and Issue of Cards

a. After approval of the Programme Application Form(s) completed by You, We will set up and operate a Master Account in your name and, if applicable, set up one or more Accounts and issue Cards.

b. To enrol in a Programme You must submit a duly completed and signed Programme Application Form. In addition, depending on the Programme you want to join, You must also provide: i) a Cardmember Application Form for each participant in the Corporate Card Programme, ii) a Cardmember Authorisation Form for each participant in the Corporate Meeting Card Programme, iii) an Authorised User Form for each Corporate Purchasing Card and each Corporate Purchasing Account, respectively, and iv) a B2B Card Application Form for each Authorised User in the B2B Card Programme. You must sign each form. We will provide all Application Forms, including appendices (e.g. Cardmember Terms and Conditions) when your Programme Application Form has been approved.

c. You must ensure that all Account Users and any other person engaged by you in activities under this Agreement comply with the Agreement for the Programme(s) in which You participate, including, in relation to Cardmembers, the Particular Terms and Conditions for Corporate Cardmembers and Terms and Conditions of Use for the Corporate Meeting Card and, in relation to Authorised users, the Terms and Conditions of Use for the Corporate Purchasing Card/Corporate Purchasing Account and the B2B Card, as applicable.

d. We may:

- i)** contact credit reference agencies about You and/or any potential Corporate Cardmember. Credit reference agencies may keep records of any credit checks. We may use this information when making credit and Account management decisions about You or a Corporate Cardmember, or to prevent fraud, trace debtors, or assess the financial risk for Us in your participation in the relevant Programme(s);
- ii)** where applicable, conduct the following checks on any of your directors: a) personal and business records at credit reference agencies; and/or b) credit reference agencies’ records to confirm that the address provided matches the one shown on the Mercantile Register;
- iii)** require You to provide us with copies of financial and other information about your business (for example annual financial statements

and balance sheets) that we reasonably require to assess your creditworthiness and our financial risk due to your participation in the relevant Programme(s) and to comply with applicable law. We may use and share this information with our Affiliates to the extent necessary to operate the appropriate Programme(s);

- iv)** require You to provide us with additional information and supporting documentation relevant to the Programme, any Account or Master Account, or as required by applicable law;
- v)** require You to provide us with security such as a parent company guarantee or bank guarantee to open an Account, a Master Account, or to continue providing the respective Programme(s);
- vi)** decline to issue a Card or open an Account or Master Account at our discretion. For example, we may decline to issue a Card or open an Account or Master Account due to failed identification in accordance with money laundering regulations or failure in an assessment of creditworthiness; and
- vii)** analyse information about Account Users and Charges for the purpose of authorising Charges and preventing fraud.

2. Use of Cards and Accounts

a. You must ensure that the Master Account, Accounts, Account details, Cards, Card details, and Codes are used by Account Users only and in accordance with this Agreement.

b. You must ensure that Cards and Accounts are only used for your business purposes and that You instruct Users to do the same. We are not responsible for ensuring compliance with your instructions, policies and procedures on the use of Cards and Accounts or purchases made with Cards.

c. You must take precautions to ensure that Cards, Card details, Accounts, Account details, Security information and Codes are kept safe and confidential by persons authorised to use them, except as may be required if You or an Account User allows another payment service provider to obtain authorised access to, or make authorised Transactions from your Account, in accordance with law, and you must take reasonable measures to prevent any other person from accessing or using the Cards, Card details, Accounts, Account details, and Security information and Codes and instruct Account Users to comply with these procedures. You must implement reasonable controls, measures and functionalities to assist in preventing or controlling misuse of Cards (see examples in the Particular Terms and Conditions). This includes but is not limited to, adopting and enforcing policies and procedures to limit and control the use of Cards and Card details.

d. Cards may not be used to purchase goods and services for resale (“Items for Resale”) without our written consent, which may, at our sole discretion, be granted if:

- i)** You confirm to Us in writing that You wish to use the Card to purchase Items for Resale;
- ii)** You accept sole liability for all Charges for Items for Resale; even if, for the Corporate Card Programme, You have selected either the ‘Combined Liability’ or ‘Individual Liability’ option (see Section B I. Clause 3 (“Liability for Charges”)).
- e.** You must tell us immediately in writing when an Account User (including a Cardmember and Authorised User or Authorised Approver) or the Programme Administrator notifies You of their intention to leave your employment, ceases their association with You for whatever reason or is no longer authorised by You to participate in and/or administer a Programme for any reason. You must provide Us only their full name, identity card number and the actual or expected date of their departure.

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

If a physical Card has been issued, You must obtain the card from the Cardmember or Authorised User and either destroy it or return it to Us.

f. If the exact full amount of the transaction (other than a Corporate Card transaction) is not specified at the time You or an Account User authorises the Charge, You will remain liable for the full amount of the resulting Charge.

3. Prohibited Uses

You must ensure that Account Users do not:

- i)** disclose any Card details or Codes to any person other than to consent to a transaction. The above without prejudice to cases where the Account User allows another payment service provider to obtain authorised access to, or to make authorised Transactions from, an Account in accordance with the law;
- ii)** allow any other person to use the Card or Codes for any reason;
- iii)** return goods or services obtained using a Card for a cash refund. If permitted by the Merchant, goods or services charged to a Card may be returned to the Merchant for credit to that Card;
- iv)** use Cards to obtain Cash from a Merchant for a Charge recorded as a purchase;
- v)** obtain credit applied to an Account except as a refund for goods or services previously purchased on the Account;
- vi)** use the Card if You are insolvent, in liquidation, in receivership or You are subject to any other form of insolvency procedure;
- vii)** use a Card that has been reported as lost or stolen, unless we confirm You may continue using the Card or Account;
- viii)** use a Card after it has been suspended or cancelled, after the Account expires or after the "valid until" date shown on the front of the Card;
- ix)** use the Card for any purpose other than the purchase of goods and/or services (or cash withdrawals, if applicable);
- x)** transfer a credit balance from another account with Us to pay off the Account;

4. Liability for Charges

a. Unless otherwise provided in this Agreement (for example in the "Liability for Unauthorised Charges" section of this Agreement (Section A, Clause 11)), You are liable to Us for all Charges incurred under any Programme.

b. Under the Corporate Card Programme the liability options available are described in Section B I. Clause 3. Pursuant to Section A, Clause 4(a) above, your liability for Charges will depend on the liability option You selected for the Corporate Card Programme on the Programme Application Form or otherwise agreed with us in writing.

c. Regardless of the liability or settlement option selected for Charges incurred under a Corporate Card Programme, the Cardmember is

entitled to settle Charges directly for Charges shown on their Account Statement.

5. Account Limits

a. We reserve the right to set an Account Limit when signing the Agreement, applicable to the Master Account or to the aggregate or subset of all Accounts. This means the maximum amount that can be outstanding

at any time on the Master Account and/or such Accounts shall not exceed the Account Limit.

b. We may impose or change Account Limits at any time. We will notify You either prior to or at the same time as setting or changing the Account Limit.

c. You agree to manage the Master Account in a way that ensures Account Limits are not exceeded and will remain responsible for all Charges even where the Account Limit is exceeded.

d. You must inform Account Users of any Account Limits agreed with Us and that we may refuse Charges if the Account Limit is exceeded.

e. You will regularly monitor and administer the Master Account. In particular, You will set up internal guidelines and procedures to monitor the expenditure of Account Users to ensure that the Charges incurred on the Card do not exceed the Account Limit.

6. Charge Approval

We may require transactions on any Card or Account to be approved by Us before they are accepted by a Merchant, Travel Agent or Travel Service Provider. We may decline a transaction due to technical difficulties, security concerns, fraud or suspected fraud including unusual spending behaviour, breach of contract on your part or an increased likelihood of non-payment, even if the Account Limit has not been exceeded. The Account User will be notified of any refusal by the Merchant, through the terminal or website on which the Card is used. Where possible, We will provide or make available to You, at your request, our reasons

for any refusal and let You know if there is anything You can do to rectify any errors that led to the refusal. You may contact Us on 900 81 45 04 or through our website business.americanexpress.com/es.

7. Statements and Queries

a. Account Statements will normally be provided or made available to You in the manner set out in Section B for each billing period (intervals of approximately one (1) month). Statements will only be provided or made available to You if there has been activity under the relevant Programme in the respective billing period.

b. Statements for all Cards will be provided or made available to the Cardmember or to You, according to the option selected on the Programme application form, or any subsequent update made through a modification form, or upon written request to Us.

c. Unless otherwise stated in this Agreement, Statements will be available:

i) for Corporate Cards, Corporate Meeting Cards, Business Travel Accounts, Business Travel Cards and B2B Cards, through the Online Service; and

ii) for Corporate Purchasing Cards, Corporate Purchasing Accounts and vPayment Accounts on paper or in the form of electronic data file(s), (together with any related management information we may agree to provide You from time to time).

d. You must ensure that Statements are reviewed for accuracy and completeness. You must inform us immediately if You or an Account User has a query about any Charge or other amount appearing on a Statement or about any credit missing from the Statement. Upon our request, You must promptly provide us with written confirmation of a query and any information we may reasonably require relating to the query.

e. You must settle each Statement in full in accordance with the payment terms applicable to the Programme(s) in which You participate, as

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

set out in this Agreement (Section A, clause 16 and Section B concerning the relevant Programme(s)).

f. Applicable only to Corporate Meeting Cards, Card Accounts, vPayment Accounts, Business Travel Accounts, Business Travel Cards and B2B Cards.

Claims concerning unauthorised or incorrectly executed Charges or credits missing from a Statement will be excluded and may no longer be raised by You after a period of one (1) month from the Statement date. This will not apply if You were prevented from fulfilling the one month prior notice period through no fault of your own. For the avoidance of doubt, You must settle any Charges concerning which You have raised a query (other than under the Corporate Card Programme). If we determine your query is valid, we will apply a credit to the relevant Account. Credits will appear on your Statement.

g. If You do not receive or obtain access to a Statement for any reason whatsoever, this will not affect your payment obligation in accordance with the terms of this Agreement (Section A, Clause 16 and Section B concerning the relevant Programme(s)). If You are unable to access or have not received a Statement you must contact Us by alternative means to obtain the relevant payment information.

8. Disputes with Merchants

Unless required by applicable law, we are not responsible for goods or services purchased with a Card. You must resolve disputes relating to goods and/or services charged to an Account directly with the Merchant or, in relation to the Business Travel Account and/or Card, with the Travel Agent or Travel Service Provider. Unless otherwise set out in this Agreement, You must continue to make payments in accordance with this Agreement even if You have a dispute with a Merchant or other provider of goods and/or services.

9. Management Information Reports

On request, we may provide You with detailed management reports regarding Charges. We will notify You of any fees payable for such information when we receive your request.

10. Unauthorised Charges/Lost, Stolen or Otherwise Missing Cards, Misuse of an Account, Queries

a. You must tell us immediately if You believe or suspect that a transaction is unauthorised or has not been processed correctly, or if a Card has been misappropriated, lost, stolen, not received, misused, or has been otherwise compromised in any way, by calling the following numbers:

- i)** 900 81 45 04 and 900 81 65 23 for Corporate Cards, Business Travel Cards and B2B Cards.
- ii)** 900 81 45 04 and 900 81 65 23 for Corporate Meeting Cards;
- iii)** 900 15 23 38 for Corporate Purchasing Cards;
- iv)** 900 15 23 38 for Corporate Purchasing Accounts;
- v)** 900 15 23 38 for vPayment Accounts;
- vi)** 900 81 65 23 or Business Travel Accounts; or
- vii)** any other email address or telephone number we give You.

You must also instruct Account Users to do the same, as soon as possible. Notifications by the means set out above will be free of charge.

b. You agree to provide us with all reasonable assistance to control fraudulent and unauthorised use [missing text?] declarations, affidavits, copies of any official police reports and/or other evidence in your pos-

session or control that we may reasonably request. You agree that we may disclose details about your activities and Account Users' activities under the Programme to any relevant government authorities should we be obliged to do so.

c. If You query a Charge or part of a Charge, we will place a temporary credit on an Account or Master Account for the amount of the queried Charge or part thereof while we investigate. If we determine that the queried Charge was authorised or that You are otherwise responsible for the queried Charge we will reverse the credit applied to the Account.

11. Liability for Unauthorised Charges

You will not be liable for Charges when (i) they have not been authorised by an Account User or by You; (ii) You provide evidence that the Charge was not authorised; and (iii) You have raised a query with Us in accordance with the "Statements and Queries" section of this Agreement (Section A, Clause 7 or, for the Corporate Card Programme, in accordance with Section B I. Clause 5), unless:

- i)** You did not comply or ensure compliance by Account Users with the terms of the Agreement relevant to the Programme in which You participate, and that non-compliance was intentional, fraudulent, reckless or negligent on your or the Account User's part; or
- ii)** You or an Account User contributed to, were involved in, or benefited from the loss, theft or misuse of the Card; in which case, You may be liable for the full amount of the Unauthorised Charge.

12. Replacement Cards

a. If You or an Account User reports a Card as lost or stolen in accordance with the "Unauthorised Charges/Lost, Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, Clause 10), we will cancel the Card and issue a Replacement Card. If a lost or stolen Card (if issued in physical form) is subsequently found, You must ensure that it is cut in half or otherwise destroyed and not used again under any circumstance.

b. The Card is only valid for the period stated on it. All Cards remain our property at all times. We, or anyone we ask on our behalf, including Merchants, may ask You or an Account User to destroy Cards, for example, by cutting them in half or returning them to Us. We may also ask another person, including Merchants, to retain Cards on our behalf.

c. We may send a Replacement Card to the Cardmember or Authorised User (if a Card was issued in physical form) before the current Card expires.

d. We may choose not to renew any current Card without prior notice if it has not been used for a period of at least twelve (12) months. If a new Card is not issued, the Account will not automatically be terminated. You, the Cardmember or Authorised User may ask for a new Card to be issued within twelve (12) months of the expiry of said Card. If we do not receive a request for a new Card within this time, we reserve the right to close the Account and we will notify the Cardmember directly in the case of the Corporate Card and Corporate Meeting Card Programmes and You in the case of any other Programme.

13. Suspension of Cards and Accounts

a. We may immediately stop, block or suspend You or an Account User from using any Card, Master Account or Account, and suspend the services linked to a Card, on reasonably justified grounds related to: (i) the security of the Card, Account, Card Pool or vPayment Transaction Numbers; (ii) if we suspect unauthorised and/or fraudulent use based on, for example, finding suspicious transactions after analysing transactions and cases of lost Cards, or if credit institutions or the police inform us of

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

cases of fraud or undue disclosures of third party data which may compromise Account details, or if there is information that details have been intercepted; (iii) a significantly growing risk that You may not be able to pay us amounts due under this Agreement in a timely manner; or (iv) a significantly growing risk that a Cardmember Account may not be paid in full and on time by You or a Cardmember (as applicable).

In addition, we may suspend use of the Card, Account or Master Account if You do not provide Us with the information and documentation American Express may reasonably require to identify You, in compliance with relevant laws and its internal policies, or if You are included on any international sanctions list or are subject to sanctions.

In these cases we will notify You of the block or suspension and together with the reasons for our decision either before we block or suspend use or immediately after, unless that notification is not possible for objectively justified security reasons or is prohibited by law. Where possible, we will tell You the reasons for our decision. Please refer to the "Communications with You and the Programme Administrator" section of this Agreement (Section A, Clause 21) for details of how we will communicate such information.

b. For the avoidance of doubt, the Agreement will continue in effect without prejudice to the suspension of any Card or Account and, subject to the "Liability for Charges" section of this Agreement (Section A, Clause 4 or Section B I. Clause 3 concerning the Corporate Card Programme). You will be responsible for all Charges contemplated in this Agreement and for complying with the general terms and conditions herein.

c. We will remove the suspension on the card or Account or provide a Replacement Card when the reasons for the suspension have ceased to exist. You may call us on the telephone number shown on our website business.americanexpress.com/es, or use the other contact information set out in the "Unauthorised Charges/Lost, Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, Clause 10) if You believe the reasons for the suspension have ceased to exist.

14. Use of the Online Service

a. You must ensure that access to the Online Service is restricted to the Programme Administrator(s), Account Users, employees, contractors and/or agents that You and your representatives designate (individually "Online Service User" and collectively "Online Service Users") for the sole purpose of online queries and Account maintenance, including to access and/or create reports on the Programmes for your business purposes, which You reasonably believe they need to access. You must ensure that these people will only access the Online Service via our website(s) using the Security Information.

b. We must be notified of and assist with any substitution, replacement or addition of an Online Service User. You will be responsible for Online Service Users and you must ensure they all comply with the following Online Service Terms and Conditions of Use:

- i)** Security information must be protected and treated as confidential at all times and may not be shared with anyone else.
- ii)** The Online Service may only be accessed via the designated websites, using the security information individually assigned to each Online Service User.
- iii)** You, your representatives and the Online Service Users are not authorised to:
 - download the Online Service;
 - remove any copyright legend or mark or other proprietary legends or marks from the Online Service;

- allow third party access to the Online Service;
- alter, modify, copy, improve or adapt the Online Service;
- attempt to reverse engineer, convert, translate, decompile, disassemble or merge the Online Service with any other software or material; or
- otherwise create or attempt to create any derivative works from the Online Service.

iv) Upon suspicion that any other person or entity has gained access to an Online Service User's Security Information, You must ensure that the Online Service User informs us and your Programme Administrator without undue delay.

c. All intellectual property rights concerning the Online Service including, but not limited to, patents, copyrights, trade secrets, and other property rights are owned or licensed by Us and we retain all rights to the Online Service as well as to the format and organisation of all reports generated through the Online Service.

d. Notwithstanding the above, You, acting through your Online Service Users, may download JAVA Applets, as applicable, based on the Online Services selected and download, keep or merge reports generated through the Online Service.

e. You will comply, and ensure compliance, with all applicable laws concerning the Online Service, including, but not limited to, laws relating to the export and protection of technical or personal data. You will only use the Online Service with content and data for which You have all necessary rights.

f. We reserve the right to carry out scheduled and unscheduled maintenance. We will provide notice of maintenance when reasonably possible under the circumstances. The Online Service may experience unanticipated interruptions or downtimes.

g. Any breach of this clause by You or any Online Service User may result in cancellation of access to the Online Service. In any event, the right to use the Online Service will cease upon termination of all of your Programmes for any reason.

h. We may introduce fees and particular terms and conditions of use for the Online Service or make changes to existing terms under the "Changes to This Agreement" section of this Agreement (Section A, Clause 31).

i. You are responsible for obtaining and maintaining your own compatible IT system, software, and communication lines required to properly access the Online Service. We are not responsible or liable in any way for your software or IT equipment.

j. You are responsible for all telecommunications and similar charges incurred by You when accessing and using the Online Service.

k. We will not be responsible for any misuse of the Online Service by You, your Programme Administrator(s), Account Users or any other person, or for disclosure of confidential information by Us through the Online Service if You or any Account User has disclosed the Security Information for any reason.

l. We may terminate or suspend use of the Online Services at any time. We will give You prior notice of any withdrawal or suspension of the Online Services in accordance with the "Changes" section in this Agreement (Section A, Clause 31) except: (i) in circumstances beyond our control; (ii) in the event of suspicion of unauthorised use or breach of the terms of use for any of the Online Services; or (iii) for security reasons.

m. We accept no liability if any information that should be available via the Online Service is not available or is inaccurately displayed due to systems failure, interruptions in the communications system or other rea-

General Terms

sons beyond our control.

n. The terms and conditions of use applicable to the Corporate Purchasing Card and Corporate Purchasing Account Programmes in relation to the Online Service are shown in Section B. Particular terms and conditions applicable to the Online Service for Cardmembers in relation to the Corporate Card Programme are shown in the particular terms and conditions for Cardmembers and for the Corporate Meeting Card Programme they appear in the terms and conditions of use of Corporate Meeting Cards.

15. Currency Exchange

a. If an Account User makes a Charge in a currency other than the Billing Currency, or if we receive a refund in a currency other than the Billing Currency, that Charge or refund will be converted into the Billing Currency. The conversion will take place on the date We process the Charge or the date of the refund, which may not be the same date on which the Charge or refund was made, as it depends on when the Charge or refund is submitted to us. If the Charge or refund is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge to U.S. dollars and then by converting the U.S. Dollar amount to the Billing Currency. If the Charge or refund is in U.S. dollars, it will be converted directly to the Billing Currency.

b. Unless a specific rate is required by applicable law, or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will try to be consistent with that custom or convention), You understand and agree the American Express treasury system will use exchange rates based on interbank rates set up by our associate company, AE Exposure Management Limited, which it selects from customary industry sources on the business day prior to the processing date. This exchange rate is called the "American Express Exchange Rate", to which a conversion fee of 2.90% will apply for all Cards except the vPayment Account, to which a conversion fee of 1.00% will apply, or other fees communicated in a timely manner.

c. When an Account User makes a Charge in a foreign currency, they will be given the option of allowing a third party (for example, the Merchant) to convert the Charge into the Billing Currency before submitting it to Us. If Charges are converted by third parties before being submitted to us, any conversions made by those third parties will be at rates set by those third parties and may include a fee or charge determined by them. In those cases, we will consider the transaction as a transaction in the Billing Currency and accept the conversion by the third party without charging a conversion fee. Without prejudice to the above, You may have to pay a conversion fee charged by third parties. Please ask them for the details of any conversion fees they apply.

d. The American Express Exchange Rate is set daily from Monday to Friday, except Christmas Day and New Year's Day. Any changes to the American Express Exchange Rate will be applied immediately and without prior notice. The rate applied is not necessarily the rate available on the date of the transaction, as the applicable rate is determined by the date on which the Merchant, Travel Agent or ATM Operator, in the case of Cards which can be used in ATMs, submits a Charge or refund to Us, which may not be the date on which the transaction or refund is authorised. Fluctuations can be significant. The total cost of conversion (known as the "Currency Conversion Charge") includes the American Express Exchange Rate and the currency conversion fee.

e. You understand You are not a consumer and You use the Card only in the course of your commercial or business activity. Therefore, You agree not to be sent notifications about Currency Conversion Charges.

16. Payment

a. All Charges shown on a Statement are due and payable to Us in full in the Billing Currency of the respective Account on the date shown on your Statement. Failure to pay the full outstanding amount by its due date is a material breach of this Agreement.

b. If we accept a payment made in a currency other than the Billing Currency, the currency conversion will delay the credit to the relevant Account and may involve the charging of currency conversion fees in accordance with the "Currency Exchange" section of this Agreement (Section A, Clause 15).

c. Charges may be payable for late payments in accordance with the Particular Terms and Conditions.

d. Unless otherwise stipulated in this Agreement, We will collect payment in full of all amounts due to Us under this Agreement by way of direct debit from your designated bank account on or after the payment due date. You must sign any documents and take any action required to set up a direct debit mandate. You must ensure that sufficient funds are available in the bank or payment account designated in the direct debit mandate to enable payment in full to Us of all amounts due under this Agreement when they become due. If You wish to terminate a direct debit mandate You must obtain our written consent.

e. Payments will be credited to the relevant Account when they have been received, verified and processed by Us. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make the payment to Us. You must allow sufficient time for Us to receive, verify and process payments by the due date.

f. Acceptance of late payments, partial payments or any payment marked as payment in full or transactional payment will not affect or vary any of our rights to full payment under this Agreement or applicable law.

g. We do not pay interest on positive balances on an Account.

17. Recurring Charges

a. To avoid potential disruption to Recurring Charges and the provision of goods or services by the Merchant or Travel Agent (for the Business Travel Account Programme and/or Travel Card) in the event of a Replacement Card or a Card being cancelled, You or the Account User are advised to contact the Merchant and provide details of the Replacement Card or make alternative payment arrangements.

b. Recurring Charges may be charged to a Replacement Card without the need for prior notice, in which case You and/or, for the Corporate Card Programme only, the Cardmember (depending on which liability structure is chosen for the Cardmember Account, please see the "Liability for Charges" sections of this Agreement (Section A, Clause 4 and Section B I, Clause 3)), are liable for any such Recurring Charges. Please note that we do not submit Replacement Card information (such as Card number and Card expiry date) to all Merchants or Travel Agents (for the Business Travel Account and/or Travel Card Programmes).

c. To prevent Recurring Charges being billed to a Card, You or, for the Corporate Card Programme only, the Cardmember may notify the Merchant or Travel Agent (for the Business Travel Account and/or Travel Card Programme) in writing or in any way permitted by the Merchant or Travel Agent.

18. Insurance

For certain Programmes, You and Cardmembers may benefit from insurance taken out by Us with third party insurance providers. The provision, scope and terms of the insurance provisions may be changed or cancelled by Us or by the third party insurance provider at any time during the term of this Agreement. We will give You at least sixty (60) days' no-

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

tice of any change to your detriment, or cancellation of insurance provisions.

19. Confidentiality

a. All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential, except as necessary for the proper performance of the respective Programme(s) or as otherwise expressly contemplated in this Agreement or agreed with Us in writing.

b. Any confidential information may be used by either party for any purpose or disclosed to any person if it is public knowledge at the time of disclosure, without any recipient party being in breach, or if the disclosing party is required to disclose the confidential information pursuant to clear requirements of applicable law or a legally binding order by a court or government authority or other authority or regulatory body.

c. Each party shall treat this Agreement as confidential and not disclose any of its content to any third party without the other party's prior written consent, unless required to do so by court order, applicable law or regulation, or any relevant regulatory or supervisory authority.

d. Without prejudice to this Clause 19, We have the right to disclose this Agreement to a potential purchaser (for example in the event of an assignment or transfer of a line of business pursuant to the "Assignment" section of this Agreement (Section A, Clause 29)), subject to us entering into a non-disclosure agreement with that purchaser. We reserve the right to provide our standard terms and conditions to potential or existing customers, including making them available on our website.

e. We may transfer any information (including confidential information) we hold about You or regarding any Account to our Subsidiaries, including our and their processors and suppliers, to support the operation of the respective Programme(s) worldwide or to a third party, pursuant to the "Assignment" section of this Agreement (Section A, Clause 29). We will impose appropriate confidentiality requirements on those companies, in accordance with the "Data Protection" section of this Agreement (Section A, Clause 20).

f. We reserve the right, at our sole discretion, to provide information regarding You, any Account and payment history to credit reference agencies.

g. The provisions of this clause will remain valid for a period of five years from termination of this Agreement.

20. Data Protection

a. Without prejudice to the Confidentiality clause in this Agreement, You understand and accept that we may:

i) process information about You, your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users to the extent necessary to operate the corresponding Programmes including, where necessary, disclosing that information to computerised booking systems, suppliers of goods and/or services, Travel Agents and Travel Service Providers and to our Subsidiaries (and their appointed representatives) in and outside the European Union ("EU") and also receive that information from these parties, to operate the corresponding Programmes and to monitor contractual requests from our customers;

ii) disclose information on the use of the respective Programmes by your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users to your bank or other payment service providers or payment systems selected by You as necessary to permit billing and payment for the respective Programmes;

iii) use, process (including creating profiles), and analyse data about how your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users, and Travel Users use the Programme to produce reports to enable You to maintain effective procurement and travel policies and procedures. The data used to develop these reports may be obtained from specified sources such as computerised booking systems, airlines, and other suppliers of goods and/or services, and from representatives, licensees, and agents appointed by Us and our Subsidiaries. We use advanced technology and well-defined employee practices to help that Your data and that of your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users is processed promptly, accurately and confidentially. We will process these reports as confidential data in accordance with the "Confidentiality" section of this Agreement (Section A, Clause 19), and We reserve the right to destroy any copies we may have of these reports at any time;

iv) keep data about You and your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users only for as long as is appropriate for the purposes of this Agreement or as required by applicable law;

v) use, process, and analyse Cardmember data, including data that is aggregated or combined with other information, to develop risk management policies, models and procedures and/or make decisions about how We manage your Accounts (for example, to authorise transactions);

vi) exchange data about You, your directors, employees, contractors, Programme Administrators, and Authorised Users with fraud prevention agencies. If any of these persons gives us false or inaccurate data resulting in fraud, this may be recorded. These records may be used by Us and other organisations to trace debtors, recover debts, prevent fraud, manage that person's insurance accounts or policies, and make decisions about offering products such as credit and related services and motor, house, life and other insurance products to them or any other third party with whom the person has a financial association; and

vii) carry out solvency checks before You join the Programme or while there is a due and payable amount on your Account (including contacting your credit institution or approved reference person), and consult the records of Credit Reference Agencies ("CRA"). This data will be used to make decisions about your enrolment in the Programme, prevent fraud, trace debtors, improve management of your Account, approve Charges and collect debts (for which the data may be communicated to collection agencies and law firms).

If You owe Us money and do not repay the agreed amount in the agreed time, we may request CRAs to register the debt (subject to compliance with the relevant requirements); and

viii) transfer data identifying You and relating to the risks You hold with Us to Banco de España's Central Risk Information Service (SCIRBE), request data from the SCIRBE concerning any records, risks and credits in Your name, to determine your financial solvency. You understand the above also applies to Corporate Cardmembers to the extent that those Corporate Cards are issued under Combined Liability and Individual Liability; and

ix) carry out all the above in and outside the EU. This includes processing your information and that of your directors, employees, contractors, Programme Administrators, Cardmembers, Authorised Users and Travel Users data in the United States, India and Mexico, where data protection laws are not as comprehensive as in the EU. We guarantee that we have taken and will always take the opportune measures to ensure your data and that of your directors, employees, contractors,

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

Programme Administrators, Cardmembers, Authorised Users and Travel Users will have an appropriate level of protection under the applicable EU legislation.

- b.** We will process information about You, your directors, employees, contractors, Programme Administrators, Cardmembers, Travel Users and Authorised Users as set out above in cases where said persons have consented to the specified purposes, to comply with a legal or contractual obligation, or because it is necessary to satisfy our legitimate interests. Further information on the processing of data and related rights can be found in the Data Protection Policy on our website business.americanexpress.com/es.
- c.** You must notify all Programme Administrators, Cardmembers, Authorised Users, Travel Users, and other directors, employees, and contractors of the use of their personal data, and their related rights, as set out in this Agreement, except in cases where We have already directly notified these people, for example, in the Cardmember Terms and Conditions for the Corporate Card Programme or through forms they may sign and submit to Us in relation to the corresponding Programmes.
- d.** You agree:
 - i)** to ensure that Your communication of data to Us for the purposes set out herein, in particular to create reports, pursuant to this clause, complies with applicable laws, in particular current data protection laws in the EU, and that You are authorised to make such communication.
 - ii)** to use the reports You receive from Us in accordance with this clause, exclusively in compliance with all applicable laws, and especially current data protection laws in the EU.
 - iii)** that, if You receive a data subject request that should have been sent to Us, You will promptly ensure the data subject re-submits their request directly to Us.

21. Communications with You and the Programme Administrator

- a.** Communications will be sent or made available by post, electronically by email, SMS, insertion of the relevant note in the Statement (or Statement insert) or via the Online Service (or through links on websites accessible via Online Services).
- b.** We may communicate with You through a Programme Administrator by telephone, post, electronically by email, SMS, insertion of the relevant note in the Statement or via any Online Service (or through links on websites accessible via Online Services) we may set up. Communication to a Programme Administrator will be deemed to be Communication from Us to You.
- c.** In relation to the Corporate Card Programme, we may communicate with a Cardmember through a Programme Administrator. You must ensure that Communications from or to a Cardmember via the Programme Administrator are forwarded immediately to Us or the relevant Cardmember, respectively.
- d.** We will treat any requests, instructions or Communications from the Programme Administrator in connection with the Programme, Accounts, and the Agreement (whether via email, the Online Service, post, fax or other means) as a request, instruction or Communication from You. You agree to be bound by any such requests, instructions or Communications sent to Us by a Programme Administrator. You must ensure that all Programme Administrators fulfil their obligations under this Agreement.
- e.** You must keep us up to date with your and any Programme Administrators' names, email addresses, postal addresses, phone numbers, and other contact details for delivering Communications under

this Agreement. You must certify the appointment of any new Programme Administrator in writing. We will not be liable for any fees or Charges or any other detriment You sustain, if You fail to inform us about any changes in contact details. We reserve the right to not communicate with or to take instruction from a Programme Administrator if we reasonably believe their details are not up to date.

- f.** If we have been unable to deliver any Communication for reasons attributable to You or a Communication has been returned after attempting to deliver it via an address or telephone number previously communicated to us, We will consider You to be in material breach of this Agreement and We may stop attempting to send Communications to You until we receive reliable contact information. Our action or inaction does not limit your obligations under this Agreement. All deliveries to the addresses most recently communicated to us are considered to have been delivered to You.
- g.** All electronic Communications We make available to You, including Statements, will be deemed to have been received on the day we send the notification by email or upload the Communication Online, even if You do not access the Communication on that day.
- h.** You must inform Us of any changes to other details previously provided to us, and especially the information on Application Forms.
- i.** The category of Cards issued under your chosen Programme for the purposes of Regulation (EU) 2015/751 on Interchange Fees for card-based payment transactions may be found on our website business.americanexpress.com/es/ifr.

22. Your declarations, guarantees and commitments

In relation to all Cards, You declare, guarantee and commit to:

- i)** using the Accounts only for business purposes and You will instruct Account Users to do the same;
- ii)** Your Programme Administrator(s) will be authorised to administer the Programme on your behalf;
- iii)** This Agreement and all Application Forms are signed by a duly authorised representative; and
- iv)** You are not a consumer or a microbusiness.

23. Limitation of Our Liability

- a.** Nothing in this Agreement shall limit or exclude the liability of any party:
 - i)** for death or personal injury caused by the negligence of a party or its employees, agents or subcontractors;
 - ii)** for any fraud or fraudulent misrepresentation; and
 - iii)** to the extent such limitation or exclusion is not permitted by applicable law.
- b.** Subject to Section A, Clause 23(a) above, We take no responsibility and will not be liable to You or any third party for any loss or damage arising contractually or under any other title, in relation to:
 - i)** delay or failure by a Merchant, Travel Agency or Travel Service Provider to accept a Card, the imposition by a Merchant, Travel Agency or Travel Service Provider of terms and conditions on use of the Card or the form of acceptance or non-acceptance of the Card by a Merchant, Travel Agent or Travel Service Provider;
 - ii)** goods and/or services acquired with the Card or their delivery or non-delivery;
 - iii)** Travel Bookings charged to a Business Travel Account and/or a Business Travel Card, including any dispute with the Travel Agency or

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

Travel Service Provider about Travel Bookings or any omission in the provision of said services.

- iv) failure to carry out our obligations under this Agreement (or the Cardmember General Terms and Conditions for the Corporate Card Programme) if that failure is caused by a third party or an event beyond our reasonable control including, but not limited to, a systems failure, data processing failure, industrial dispute or other action outside our control, or where breach of our obligations is due to our obligations under provisions of national or European Union law.
- v) our refusal to approve any transaction with a Corporate Meeting Card, Corporate Purchasing Card, vPayment Account, Business Travel Account, Business Travel Card or B2B Card for any reason set out in the "Charge Authorisation" section of this Agreement (Section A, Clause 6); or
- vi) the accuracy, integrity or suitability for tax and legal compliance purposes of VAT details supplied by Merchants that we may make available to You in relation to Charges (without prejudice, We do not guarantee that said VAT details we make available to You conforms to the data supplied to Us by the Merchant.)
- c. Subject to Section A, Clause 23(a), above, We will not be responsible or liable to You or any third party for any:
 - i) loss of profit, interest, goodwill, commercial opportunity, business, or anticipated revenue or savings;
 - ii) losses related to damage to the reputation of any member of your Company, whatever the cause; or
 - iii) any indirect loss or damage, even if those losses were foreseeable and without prejudice to one party having been advised of the possibility that said losses were contemplated by the other party or any third party.

24. Cancellation and Termination

- a. You may terminate this Agreement or cancel any Card, Account, or the Master Account at any time, upon thirty (30) days' written notice to Us. If You do so, You must pay all amounts owing on the Account or Master Account and stop all use of the Account (including all Card Accounts and Cardmember Accounts) and instruct the Account Users to stop using the Accounts and destroy any Cards.
- b. You will compensate Us for all actions, proceedings, claims and lawsuits deriving from or in connection with any claim against Us concerning any cancellation of a Card or Account You have requested.
- c. We may terminate this Agreement or cancel any Card, Account, or the Master Account, upon two months' written notice to You.
- d. We may terminate this Agreement or cancel any Card, Account, or the Master Account immediately upon notice to You in the event of:
 - i) your failure to comply with any of your obligations under this Agreement including, but not limited to, failure to ensure payment is made to us when it is due, or if any form of payment is returned or not paid in full; or
 - ii) Us deeming the levels of fraud or credit risk to be unacceptable for Us.

If we take such action, You will still be required to pay all amounts owing to Us on any Account and the Master Account.

- e. We may consider You to be in material breach of this Agreement if: (i) any statement made by You to Us in connection with an Account was false or misleading; (ii) You breach any other Agreement You have with us or with any of our Subsidiaries; or (iii) if we have any reason to believe You

may not be solvent.

- f. If this Agreement is terminated for any reason, You must pay all outstanding Charges and any other amounts You owe us under this Agreement, including unbilled Charges, immediately, and ensure Account Users stop using the Accounts.
- g. In relation to the Corporate Card Programme, Cardmember Accounts will be cancelled automatically when this Agreement ends. It is your responsibility to inform Cardmembers of the termination of this Agreement.
- h. In relation to any Cash Advance facility We permit and provide to Cardmembers at your request, You may ask us to terminate that facility for any or all Cardmembers with immediate effect. Any amount of cash withdrawn on any Cardmember Account where the Cash Advance facility has been cancelled by Us at your request will be repayable immediately. It is your responsibility to inform Cardmembers of the cancellation of any Cash Advance facility.
 - i. We may inform Merchants when a Card is no longer valid.
 - j. Your liability under this clause will continue after termination of this Agreement.

After the Card has been cancelled, any transaction charged to it will be considered fraudulent and You must pay Us the amounts owing and immediately destroy the Card.

25. Offsetting

Where You are under any obligation to Us or any of our Subsidiaries under a separate agreement, We will be entitled to offset an amount equal to the amount of that obligation against amounts owed by Us to You under this Agreement irrespective of the currency of the relevant amounts. When amounts are offset in other currencies the exchange rate rules set out in Section A, Clause 15 of this Agreement will apply.

26. Waivers

Failure to exercise any of our rights under this Agreement shall not constitute a waiver of our rights and will not prevent us from exercising them later.

27. Severability

If any term or condition of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be amended or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.

28. Assignment of Claims

- a. Although we may have no obligation to do so, if we credit an Account or Master Account in relation to a claim against a third party, such as a Merchant, Travel Agency or Travel Service Provider, You will automatically be deemed to have assigned and transferred to us any related rights and claims (excluding extracontractual claims) that You may have, had or may have against any third party for an amount equal to the amount we credited to the Account. You hereby consent in advance to this assignment, without any notification requirement.
- b. After we credit that Account, You may not bring a claim against or request reimbursement from any third party for the amount that we credited to the Account.

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

c. You must provide all reasonable assistance to Us if we decide to pursue a third party for the amount credited. This includes, but is not limited to, signing any documents and providing any information we may require. Crediting an Account or the Master Account on any occasion does not create any obligation for Us to do so again.

29. Assignment

a. We may assign, transfer, subcontract or sell our rights, benefits or obligations under this Agreement at any time to any of our Subsidiaries or an unaffiliated third party, by any means (including by contribution to a branch of activity) (a "Transfer") and You consent to this without us having to notify You in advance. You will cooperate with executing a Transfer upon Our written request and You agree we may submit your Personal Data to the (i) assignee, recipient, or acquirer of our rights, provisions or obligations under this Agreement so they can carry out prior checks on the object of the Assignment, exercise their rights, and fulfil their obligations as data controllers, as a consequence of the contractual subrogation; and (ii) subcontractor so it can process that data solely to provide us with the agreed services, with the guarantees imposed by applicable law.

b. You may not assign, pledge or otherwise transfer under any other title or state that you assign, pledge or otherwise transfer your rights or obligations under this Agreement or any interest herein, without Our prior written consent. Any presumed assignment, pledge or transfer in breach of this clause will be void.

30. Rights of Third Parties

This Agreement shall benefit and bind Us and You and our and your respective successors and assigns.

31. Changes to this Agreement

a. We may change any clause in this Agreement, including any fees and Charges applicable to Accounts and we may introduce new fees and Charges. We will give You at least two months' advance notice of any change. You will be deemed to have accepted any changes notified to You unless You advise Us in writing, prior to the changes taking effect, that You do not accept them. If You do not accept the changes, You may terminate the Agreement and close your Account without cost, before the date on which the changes take effect.

b. Corporate Card only. We may change the General Cardmember Terms and Conditions in accordance with its terms and we will notify You and the Cardmember accordingly, as set out in paragraph a) above. Without prejudice to said changes, You will remain liable for all Charges, in accordance with the "Liability for Charges" section of this Agreement (Section A, Clause 4 and Section B I. Clause 3).

32. Use of Corporate Opt Out Option

You recognise and agree that:

You will use, and ensure the Account Users use the Cards or Accounts for business purposes only.

The following shall not apply: Title II (Articles 28 to 33 inclusive); Articles 35.1, 36.3, 44, 46, 48, 52, 60 and 61 of Title III; Article 49 and the period established in Article 43 of the Law. Nor shall the following apply: the regulations implementing the above articles, Order ECE/1263/2019 of 26 December on transparency of the conditions and requirements applicable to payment services, the legal provisions implementing it, or any other legal texts that may develop this regulation in the future, unless there is a legal requirement to the contrary.

33. Governing law and Jurisdiction

This Agreement and any contractual or extra-contractual obligations deriving from or in relation to this Agreement will be governed by and interpreted in accordance with ordinary Spanish law.

The courts and tribunals of the capital city of Madrid shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement and each party waives any objection it may have at any time to the jurisdiction for any proceedings brought before said courts or tribunals, and agrees not to claim that such proceedings have been brought in an inappropriate forum or that said court or tribunal does not have jurisdiction. As an exception to the exclusive jurisdiction described above, if you are liable under this Agreement, we may start collection proceedings in any jurisdiction in which You or a Cardmember, are present or resident.

34. Taxes, Duties and Exchange Control

a. You are responsible for ensuring compliance with all exchange control regulations and other applicable laws and regulations if they apply to any use of a Card or Account or any transactions between Us and You under this Agreement.

b. You must pay any government tax, duty or other amount imposed by applicable law concerning any Charge or use of any Card or Account.

35. Complaints

a. At American Express we do everything we can to ensure our customers get the best possible service. However, we do recognise we may not always get it right. When that happens, please let us know so we can find a solution.

b. If You have any queries while using our services, it's easy to contact us by calling 900 81 45 04

c. If You have any concerns or complaints about our services, please write to our Customer Services department to the attention of American Express Europe, S.A Servicio de Atención al Cliente, Avenida del Partenón, 12-14 28042, Madrid, or email to sac@aexp.com or call 900 81 45 04. Details of our complaints procedures are available upon request.

d. If You do not agree with how your complaint has been resolved or you have had no response within the period stipulated by law, You may contact the Banco de España Complaints Service.

e. We do not use any third party dispute resolution service to resolve complaints under this Agreement. All complaints will be handled in accordance with our internal complaints handling procedures and You will receive a final response from Us confirming our response to your complaint.

36. Other

a. This Agreement replaces all previous General Terms and Conditions for the respective Programme, subject to the "Changes to This Agreement" section (Section A, Clause 31 herein).

b. If there is any conflict between the General Terms and Conditions and the Particular Terms and Conditions, then the Particular Terms and Conditions will apply.

c. Any provision of this Agreement expressly or implicitly intended to remain valid after termination shall do so and shall continue in full force and effect.

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

37. Safeguarding Funds

Pursuant to Article 21 of Royal Decree Law 19/2018 on payment services and its implementing regulations, please note that the procedure adopted by the company to safeguard funds is deposit in a separate account with a credit institution.

B. PARTICULAR TERMS AND CONDITIONS

I. CORPORATE CARD AND CORPORATE MEETING CARD

1. Opening Accounts and Issue of Cards

a. You must provide Us with the details of all proposed Cardmembers. We may consider any person notified to Us by a Programme Administrator as authorised by You to be a Corporate Card/Corporate Meeting Card Cardmember and authorised to use that Card.

In addition, the following section b) applies to the Corporate Card only:

b. You must ensure that a Cardmember Application Form is completed and any application procedure that We communicate is followed by each proposed Cardmember. You must provide each Cardmember with a copy of the current Cardmember Particular Terms and Conditions and all related material provided by Us when completing the Cardmember Application Form, and ask them to retain this information for their records.

c. Cards may be issued with "Contactless" technology to enable contactless payments. Contactless payments enable You to make Transactions simply by holding your Card over a card reader without it having to be swiped or recorded. We may deactivate the contactless payment functionality at any time.

d. We may allow You to use digital wallet technology or other digital technology (provided by a third party or any of our Subsidiaries) to request Charges. Use of Digital Wallet Technology may be subject to additional terms of use. However, the content of this Agreement shall still apply to any Transaction You request using this technology.

2. Use of Cards and Accounts

a. The Cardmember is the only person entitled to use the Corporate Card / Corporate Meeting Card bearing their name and the corresponding Cardmember Account and Codes.

In addition, the following sections b), c) and d) apply to the Corporate Card only:

b. On request and exclusively so that We can operate the respective Programme(s), You must provide us with all the information we may reasonably request concerning a Cardmember, including, but not limited to, their address. You must co-operate with Us in any investigation into use of the Corporate Card/Corporate Meeting Card or – for Corporate Card only – the collection of Charges from Corporate Card Cardmembers. This provision will remain in force after the Corporate Card/Corporate Meeting Card is cancelled and after this Agreement ends.

c. The Express Cash service allows Cardmembers to withdraw cash from ATMs displaying the American Express logo. You may authorise a Cardmember to use our Express Cash service, Cash Advance service, cash facility, or any other form of cash withdrawal for all Cards under your Account at any time. However, participation is subject to your absolute discretion and may be governed by the terms of an activation form, which must be signed by the Cardmember and You. At all times, You will be solely liable to Us for such Charges regardless of type of liability applicable under the "Liability for Charges" sections of this Agreement (Section A, Clause 4 and Section B I. Clause 3(a) (for the Corporate Card)).

d. You may ask us to block the Cash Advance facility, cash facility, Express Cash service or any other form of cash withdrawal for all Cards associated with an Account at any time. If You do, Cardmembers will not be able to withdraw cash using the Card.

3. Liability for Charges

In addition to the "Liability for Charges" section (Section A Clause 4 (b)) the following provisions apply to Corporate Card only:

a. You and/or the Cardmember are liable to Us for all Charges in accordance with the liability option identified in the Programme Application Form or that You have otherwise agreed with us in writing. Subject to the "Unauthorised Charges/Lost, Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, Clause 10) and the "Liability for Unauthorised Charges" section of this Agreement (Section A, Clause 11), the liability options are:

- i)** "Full Corporate Liability" means You will be fully liable to Us for all Charges;
- ii)** "Combined Liability" means You and the Cardmember will be jointly and severally liable for all Charges incurred by the Cardmember; except, however, You will not be liable for Charges (a) incurred by the Cardmember that are personal in nature and do not benefit You or (b) for which You have reimbursed the Cardmember; [and]
- iii)** "Individual Liability" means that, unless otherwise expressly stipulated in this Agreement, the Cardmember is liable to Us for all Charges.

These liability options are also described in the Cardmember Particular Terms and Conditions.

b. Where this Agreement or any Cardmember Agreement refers to a Cash Advance, cash facility, Express Cash or any other form of cash withdrawal, You are solely liable to Us for all cash withdrawn and will accept liability for any of the Charges in question, regardless of the type of liability stated in the Cardmember Application.

c. In the case of "Combined Liability", You have the burden of proof to show You are not liable for Charges by presenting reasonable, appropriate evidence to show that: (i) the Charges incurred by the Cardmember are personal in nature and did not benefit You; or (ii) You have reimbursed the Cardmember.

d. Regarding all types of liability, You must:

- i)** instruct Cardmembers to submit their expense reports covering Corporate Card transactions promptly to You at least once a month;
- ii)** reimburse Cardmembers promptly for all Charges Cardmembers have paid directly to Us;
- iii)** instruct Cardmembers that the Corporate Card is issued solely for use in accordance with the purposes permitted in the "Use of Cards and Accounts" section of this Agreement (Section A, Clause 2, Section B I. Clause 2) and must not be used for the purposes set out in the "Prohibited Uses" section of this Agreement (Section A, Clause 3). You must promptly report any misuse of the Corporate Card to Us or instruct the Cardmember to do so; and
- iv)** on our request, provide all reasonable assistance in collecting any overdue payment from a Cardmember.

In addition to the "Liability for Charges" section (Section A, Clause 4 (a)), the following provision applies to the Corporate Meeting Card only:

e. You are the User of our payment service under the Corporate Meeting Card Programme since Cardmembers are acting on your behalf when using the Corporate Meeting Card. You are liable for all use or misuse of the Corporate Meeting Card Programme and Cardmember Accounts by Cardmembers and You must:

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

- i) ensure and instruct Cardmembers to comply with the Corporate Meeting Card Terms and Conditions of Use;
- ii) instruct Cardmembers to submit their expense reports covering Corporate Meeting Card transactions promptly to You at least once a month; and instruct Cardmembers that the Corporate Meeting Card is issued solely for use in accordance with the purposes permitted in the "Use of Cards and Accounts" section of this Agreement (Section A, Clause 2, Section B I. Clause 3) and that it must not be used for the purposes set out in the "Prohibited Uses" section of this Agreement (Section A, Clause 3). You must promptly report any misuse of the Corporate Meeting Card to Us.

4. Card fees and other charges

Fees and Other Charges for the Corporate Card only

a. All fees and Charges applicable to the Corporate Card Programme which may appear as Charges are set out in the Particular Terms and Conditions for Cardmembers and apply directly to each Cardmember Account, for example (and by way of illustration only) annual fees and late payment fees. These do not include any fees and Charges agreed and applicable between Us and You or any Cardmember outside the scope of this Agreement or the General Terms and Conditions for Cardmembers.

b. Late payment fees apply if there is a delay in payment of Charges, with no need for prior notice. Late payment fees are also set out in the General Terms and Conditions for Cardmembers. For the avoidance of doubt, You are liable to Us for payment of late payment fees as well as for any other Charge under Section B I. Clause 3 of this Agreement (and the agreed liability option for the Corporate Card Programme).

c. If You request paper copies of Statements a fee of €3.50 Euros per copy may be applied.

d. The Cash Advance fee of €2.50 Euros or 4% (whichever is higher) of any cash amount requested by a Cardmember is payable solely by You under the terms of this Agreement. However, this fee will be billed to the Cardmember, along with the other Charges, and paid for by the Cardmember with a view to reclaiming it from You. A fee determined by the provider of any ATM used to obtain cash may also be applied.

e. Overdue payments will be dealt with as follows:

i) Late payment interest on unpaid amounts will be 1.50% per month on the amount owed. There will be a one-off fixed late payment fee of €30 Euros for the cost of recovering each unpaid instalment.

ii) If an amount remains overdue for 60 days, regardless of the payment method, we will block the Card so that no more Charges may be made to it.

iii) Similarly, if any amounts remain overdue on the Statement 90 days from the billing date, we will immediately and automatically cancel the Corporate Card. If You wish to reactivate the Card, we reserve the right of approval and, in the event of Us approving the reactivation, we will be entitled to charge You a reactivation fee of €150.

iv) If a Cardmember Account or any amount You owe Us under this Agreement is referred to third party collectors (which may be a law firm), an appropriate file referral fee may be added to the outstanding sum at that point.

f. We may charge the Cardmember Account or You directly for the total costs We incur for any cheque, direct debit or other method for paying Us any amount under this Agreement that is not paid in full and, if applicable, the costs of any third party collector (which may be a law firm) We engage to collect any amount You or the Cardmember owe Us under this Agreement

Corporate Meeting Card fees and other Charges for the Corporate Meeting Card only:

The following fees and charges apply only to the Corporate Meeting Card and will be shown as Charges:

a. A maximum annual Cardmember fee of €125 is payable annually at the start of each membership year, unless otherwise agreed with You. The membership year starts on the anniversary of Corporate Meeting Card membership and ends on the day before the next anniversary of Corporate Meeting Card membership.

b. If You request paper copies of Statements, we may apply a €3.50 fee per copy.

c. A Cash Advance fee of €2.50 or 4% (whichever is higher) of any cash amount requested by a Cardmember is payable. A fee determined by the provider of any ATM used to obtain cash may also apply.

d. Overdue payments will be dealt with as follows:

i) Late payment interest on unpaid amounts will be 1.50% per month on the amount owed. There will be a one-off fixed late payment fee of €30 Euros for the cost of recovering each unpaid instalment.

ii) If an amount remains overdue for 60 days, regardless of the payment method, we will block the Card so that no more Charges may be made to it.

iii) We will immediately and automatically cancel the Card if at 90 days from the billing date on the Statement there are amounts pending payment. If You wish to reactivate the Card, we reserve the right of approval and, in the event of Us approving the reactivation, we will be entitled to charge You a reactivation fee of €150.

iv) If a Cardmember Account or any amount You owe Us under this Agreement is referred to third party collectors (which may be a law firm), an appropriate file referral fee may be added to the outstanding sum at that point.

e. We may charge either the Cardmember Account or You the total costs We incur for any cheque, direct debit or other method for paying Us any amount under this Agreement that is not paid in full and, if applicable, the costs of any third party collector (which may be a law firm) We engage to collect any amount You or the Cardmember owe Us under this Agreement

5. Statements and Queries

a. We will normally provide a summary of all amounts due on the Corporate Card and Corporate Meeting Card Programmes through the Online Service. We may, however, make that summary available by alternative means.

b. You must notify us immediately of any change to your or any Cardmember's contact details. We are not responsible for extra expenses (penalty interest, collection fees) or any other detriment You or a Cardmember sustain if we have not been notified of any changes.

Unless otherwise agreed in writing, and except where Cardmember Accounts are billed centrally and settled with You in relation to a Corporate Card, Statements will be provided to Cardmembers through the Online Statement Service only. Cardmembers will automatically be enrolled in the Online Statement Service through a secure website, which Cardmembers must use in accordance with the General Terms and Conditions for Cardmembers for the Corporate Card Programme and the Terms and Conditions of Use of the Corporate Meeting Card for the Corporate Meeting Card Programme. If Statements are only provided to You, You agree to provide a copy of the relevant Statement in a durable medium to Cardmembers upon request.

General Terms

In addition, the following section c) applies to the Corporate Card only:

c. If a Cardmember disputes any Unauthorised or incorrectly executed Charges or credits missing on the Statement one (1) month after the Statement date, we reserve the right, at our sole discretion, to charge You directly for any expenses that, under the current rules, must be applied to a Corporate Card Cardmember Account, regardless of the liability option.

6. Payments

Unless we have agreed otherwise with You, payments will be due immediately after we send the Statement or make it available to You and/or the Cardmember.

II. CORPORATE PURCHASING CARD AND CORPORATE PURCHASING ACCOUNT

1. Use of Cards and Accounts

a. You are the user of the Corporate Purchasing Card and Corporate Purchasing Account Programme(s) and all related Corporate Purchasing Cards and Card Accounts. Only Authorised Users are permitted to use Corporate Purchasing Cards and Corporate Purchasing Accounts on your behalf. You are liable for all use and misuse of Corporate Purchasing Cards and Corporate Purchasing Accounts by Programme Administrators and Authorised Users, including any breach of the terms of this Agreement.

b. When an Authorised User presents a Corporate Purchasing Card to a Merchant and authorises a purchase by entering the relevant Code or by signing for a transaction, You will be deemed to agree that the Card Account will be debited for payment. For purchases online, by telephone, mail order or other means where the Card is not physically presented to the Merchant, You will be deemed to have accepted the transaction when an Authorised User provides a Corporate Purchasing Card number and related Corporate Purchasing Card and Card Account details, uses any other authentication method as we may sometimes specify, and follows the Merchant's instructions for processing the payment.

c. Examples of reasonable controls, measures and functionalities under to the "Use of Cards and Accounts" section (Section A, Clause 2 (c)) to prevent and limit misuse of Corporate Purchasing Cards and Card Accounts include, among others:

- i)** restricting use of the Corporate Purchasing Card and Card Account to Merchants who specifically accept Corporate Purchasing Cards and Card Accounts and, for Merchants who also accept other Cards, require those Merchants to submit Charges detailing the list of items corresponding to the Corporate Purchasing Card and transactions corresponding to the Card Account;
- ii)** taking measures to restrict the Merchants with whom Corporate Purchasing Cards and Card Accounts can be used;
- iii)** setting limits on maximum transaction amounts with the Corporate Purchasing Card and Card Account per month and per transaction; and
- iv)** using any Online Service we make available to You to monitor Corporate Purchasing Card and Card Account usage and manage the Programme.

d. Corporate Purchasing Cards may be issued with "Contactless" technology to enable contactless payments. Contactless payments enable You to incur Charges simply by holding your Card over a card reader without it having to be swiped or recorded. We may deactivate the contactless payment functionality at any time.

e. We may allow You to use to digital wallet technology or other digital technology (provided by a third party or any of our Subsidiaries) to request Charges. Use of Digital Wallet Technology may be subject to additional terms of use. However, the content of this Agreement shall still apply to any Transaction You request using this technology.

f. Card Accounts are ineligible for enrolment in the Membership Rewards® Programme.

g. We may revoke an Authorised User's access to use of a Corporate Purchasing Card and Card Account at any time, at our sole discretion. We may include cancelled Corporate Purchasing Cards and Card Accounts in a cancellation bulletin for Merchants or otherwise inform Merchants of such cancellations.

2. Spending Limits

The following applies to Corporate Purchasing Cards:

a. We may, at your request, permit a Corporate Purchasing Card to have a defined expense function (a "Defined Expense Function"). If so, You may request a spending limit for the Defined Expense Function. At our absolute discretion, we may accept the spending limit and permit an Authorised User to incur Charges up to and including the spending limit or until the Defined Expense Function expires (whichever happens first). You will be liable to Us for settlement of all Charges. You must ensure that the Authorised User reconciles any Statement with You in accordance with the instructions, protocols, policies and procedures You issue to the Authorised User. Following settlement of any Statement, the spending limit will not be renewed and the balance available for spending will decrease until the spending limit has a zero balance or until the Defined Expense Function expires (whichever happens first).

b. The Defined Expense Function will be valid for the period (between three and thirty-six months) specified on the Authorised User Form and agreed by Us. When the spending limit has a zero balance or the expiry date has arrived (as set out in Section B II, Clause 2 (a) above) (whichever happens first) the Defined Expense Function will expire and that function will not be issued again on that Card Account.

3. Fees and Other Charges

a. Unless we have agreed otherwise with You, the following fees and Charges apply to the Corporate Purchasing Card and Corporate Purchasing Account.

b. Overdue payments will be dealt with as follows:

- i)** Late payment interest on unpaid amounts will be 1.50% per month on the amount owed. There will be a one-off fixed late payment fee of €30 Euros for the cost of recovering each unpaid instalment.
- ii)** If an amount remains overdue for 60 days, regardless of the payment method, we will block the Card or Account, so that no more Charges may be made to it.
- iii)** We will immediately and automatically cancel the Card or Account if at 90 days from the billing date on the Statement there are amounts pending payment. If You wish to reactivate the Card or Account, we reserve the right of approval and, if we approve said reactivation, we will be entitled to charge You a fee of €150.
- iv)** If a Cardmember Account or any amount You owe Us under this Agreement is referred to third party collectors (which may be a law firm), an appropriate file referral fee may be added to the outstanding sum at that point.

c. We may charge either the Cardmember Account or You for the total costs We incur for any cheque, direct debit or other method used to pay Us any amount under this Agreement that is not paid in full and, if appli-

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

able, the costs of any third party collector (which may be a law firm) We engage to collect any amount You or the Cardmember owe us under this Agreement.

4. Statements and Queries

- a. We will provide or make available to You a Statement at the end of each billing period.
- b. If permitted by the Merchant, we will make available VAT invoice details supplied by the Merchant in a monthly consolidated bill for purchases charged to the Card Accounts. It is your sole responsibility to use this information to comply with your VAT and other tax and legal obligations. We will not be liable to You for any information provided by a Merchant.

5. Account Risks

You must take adequate precautions to ensure only Authorised Users use Corporate Purchasing Cards and Card Accounts, including, for example, monitoring use of the Corporate Purchasing Card and Card Account.

6. Payment

Unless we have agreed otherwise with You, payments are due on the date set out in your Statement, which is usually fourteen (14) days from the end of the relevant billing period.

III.VPAYMENT

1. Opening Accounts and Issue of Cards

- a. You are the User of the vPayment Account, and You are liable for all use or misuse of that vPayment Account by the Programme Administrator, employees or other persons with actual or apparent authority to make or initiate a vPayment transaction for purchases on your behalf, including any breach of the terms of the Agreement.
- b. You must use the vPayment System and vPayment Connectivity Programme in accordance with this Agreement.
- c. You may, upon written request, use the Pre-Authorisation System. Further information and the terms and conditions for the Pre-Authorisation System are included in the Pre-Authorisation System user guide, which You will be given before using the system.

2. Use of Cards and Accounts

- a. You will be deemed to agree to and authorise a vPayment transaction when You provide a vPayment Transaction Number and related vPayment Account details and follow the Merchant's instructions for processing payment and use any other authentication method specified by Us.
- b. vPayment Accounts are not eligible for the Membership Rewards Programme.
- c. Examples of reasonable controls, measures and functionalities under the "Use of Cards and Accounts" section (Section A, Clause 2 (c)) to prevent and limit misuse of vPayment Accounts include, among others:
 - i) taking measures to restrict the Merchants with whom vPayment Accounts can be used;
 - ii) establishing limits on maximum transaction amounts per month and per transaction that an Account User may request; and
 - iii) using any Online Service we make available to You to monitor vPayment Account usage and manage your use of the Programme.

3. Account Operation

- a. You agree to designate Programme Administrator(s) to actively manage the vPayment Account on your behalf. The Programme Administrator(s)' responsibilities will include:
 - i) using the Online Services to maintain the Account and access reports;
 - ii) promoting awareness and use of the Online Services;
 - iii) initiating new applications for additional Card Groups to be set up; and
 - iv) adding, modifying and/or deleting a pre-authorisation record.
- b. We recommend You regularly audit your expense management programme to ensure compliance with your policies and procedures. We will not be liable for any fraud or negligence on the part of Account Users.

4. Fees and Other Charges

- a. Unless we have agreed otherwise with You, the following fees and Charges apply to the vPayment Account.
- b. Overdue payments will be dealt with as follows:
 - i) Late payment interest on unpaid amounts will be 1.50% per month on the amount owed. There will be a one-off fixed late payment fee of €30 Euros for the cost of recovering each unpaid instalment.
 - ii) If an amount remains overdue for 60 days, regardless of the payment method, we will block the Account so that no more Charges may be made to it.
 - iii) We will immediately and automatically cancel the Card if at 90 days from the billing date on the Statement there are amounts pending payment. If You wish to reactivate the Account, we reserve the right of approval and, if we approve the reactivation, we will be entitled to charge You a fee of €150.
 - iv) If an Account on which You owe us amounts under this Agreement is referred to third party collectors (which may be a law firm), an appropriate file referral fee may be added to the outstanding sum at that point.
- c. We may charge either the Account or You for the total costs We incur for any cheque, direct debit or other method for paying Us any amount under this Agreement that is not paid in full and, if applicable, the costs of any third party collector (which may be a law firm) We engage to obtain any amount You owe Us under this Agreement.

5. Statements and Queries

- a. We will provide or make available to You a Statement at the end of each billing period.
- b. If permitted by the Merchant, we will make available the VAT invoice details supplied by the Merchant in a monthly consolidated bill for purchases charged to vPayment Accounts. It is your sole responsibility to use this information to comply with your VAT and other tax and legal obligations. We will not be liable to You for any information provided by a Merchant.

6. Payment

Unless we have agreed otherwise with You, payments are due on the date stipulated in your Statement, which is usually fourteen (14) days from the end of the relevant billing period.

Charges will be billed directly to You and You will pay all Charges in the Billing Currency for the corresponding vPayment Account.

General Terms

7. vPayment Facilitator/Travel Services Provider

a. If You decide to use a third party to act as Your agent to facilitate Your use of the vPayment Account (“vPayment Facilitator”) in coordination with the Travel Services Provider (as defined in this Clause 7), as applicable, You agree to provide Us with any authorisation-related documentation for that vPayment Facilitator and Travel Services Provider, as applicable, or a vPayment Authorisation Form (a copy of which is available on request) executed by Your authorised signatory. Upon receipt of our authorisation and approval of said vPayment Facilitator and Travel Services Provider, as applicable, We agree to work with the vPayment Facilitator in coordination with the Travel Services Provider, as applicable, to implement the vPayment Account on Your behalf, solely in accordance with the terms of this Agreement. You recognise and agree that the vPayment Facilitator and Travel Services Provider, as applicable, are Your agent(s) acting on Your behalf at your request and that You are liable for all transactions initiated or Charges made by the vPayment Facilitator and Travel Services Provider, as applicable, using the vPayment Account. You acknowledge and agree that, insofar as permitted by applicable law, We are not liable for any negligence, fraud or wilful misconduct by the Travel Services Provider, as applicable, or the vPayment Facilitator and/or their employees, subcontractors or agents, in connection with access or use of the vPayment Account. You may revoke this authorisation by notifying Us in writing. You will be liable for any action taken by the vPayment Facilitator or Travel Services Provider, as applicable, prior to the effective date of said revocation.

b. For the purposes of this Clause 7 only, the “Travel Services Provider” means a third party services provider with whom You have entered into one or more agreements under which, among other things, the Travel Services Provider will provide services that require access to, and use of the vPayment Account(s), including the provision of reports for the vPayment Account.

IV. BUSINESS TRAVEL ACCOUNT (BTA)

1. Opening Accounts and Issue of Cards

a. You are the User of the Business Travel Account and You are liable for all use or misuse of that Business Travel Account by Authorised Approvers, Programme Administrators, Travel Users, employees or other persons with real or apparent authority to make or initiate a transaction with the Business Travel Account for purchases on Your behalf, including any breach of the terms of the Agreement.

b. Each Authorised Approver must be authorised by You and able to give effect to all the terms of this Agreement applicable to the Business Travel Account and authorise Charges on your behalf. You are responsible for selecting Authorised Approvers and notifying Travel Agencies of any changes or updates to the Lists of Authorised Approvers. We reserve the right, at our sole discretion, to refuse any request to open and use a Business Travel Account by a potential Authorised Approver and to cancel any Authorised Approver’s mandate, without notice to You.

c. You must tell us immediately if You suspect that a Business Travel Account is being used by someone who is not an Authorised Approver or is acting under another title without your authorisation.

d. You must immediately inform the Travel Agency of any revocation of mandate granted to an Authorised Approver for use of the Business Travel Account, and cooperate with the Travel Agency to ensure former Authorised Approvers no longer have the ability to make Charges, and they have been deleted from any user account opened by the Travel Agency for such people.

e. We have the right to inform the Travel Agency about cancellation of the Business Travel Account.

2. Use of Cards and Accounts

a. Business Travel Accounts may only be used by Authorised Approvers to pay for Travel Bookings made with the Travel Agency for Travel Users. Charges on a Business Travel Account must not be incurred with any other travel agent, travel management company or other travel agency, including any bookings establishment that accepts American Express Cards. If such Charges are incurred, You will still be liable for the Charges, subject to the “Liability for Unauthorised Charges” section of this Agreement (Section A, Clause 11).

b. We reserve the right to refuse any application to open and use Business Travel Accounts, and to refuse transactions with a potential Travel Agency that We have not certified to participate in the Business Travel Account Programme. We certify potential Travel Agencies at our sole discretion. We will make a list of Travel Agencies available to You on request.

c. You must provide the Business Travel Account number to the Travel Agency to pay for Travel Bookings.

d. When an Authorised Approver makes Travel Bookings on a Business Travel Account with a Travel Agency, You will be deemed to agree that the Business Travel Account will be debited for payment and that You authorise the Charge.

e. Examples of reasonable controls, measures and functionalities in accordance with the “Use of Cards and Accounts” section of this Agreement (Section A, Clause 2(c)) to prevent and limit misuse of Business Travel Accounts include but are not limited to:

i) providing a Travel Agency, in writing sent by an Authorised Approver, with an updated list of Travel Users whose Travel Bookings have been approved to make bookings for an Account within clearly defined parameters. This list may be amended immediately upon notice to the Travel Agency;

ii) providing a Travel Agency with clearly defined prior written approval of a booking based on a Business Travel Account from an Authorised Approver.

iii) ensuring that user IDs and passwords for online tools for Travel Bookings are provided by an Authorised Approver only to Travel Users whose Travel Bookings have been approved or pre-approved by an Authorised Approver for reservations on the Business Travel Account accessed by the aforementioned user ID and password, and that the technical parameters for user ID and password are set in a manner that ensures only Travel Bookings approved or pre-approved by an Authorised Approver can be reserved on that Business Travel Account;

iv) providing updated Lists of Authorised Approvers to Travel Agencies, which may be amended immediately upon notice to the Travel Agency;

v) setting limits for maximum transaction amounts;

vi) using any Online Service we make available to You to monitor use of the Account and manage the Programme; and

vii) taking measures to immediately delete any User Accounts for former Authorised Approvers set up by the Travel Agency or You for the purpose of using the Business Travel Account to make bookings, as soon as their right to Charge the Business Travel Account has been revoked.

f. You must not use a Business Travel Account to obtain cash.

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

3. Fees and Other Charges

- a. At our sole discretion, we may charge You late payment fees directly, for any overdue amount You owe Us under this Agreement, at the following rates, without the need for prior notice.
- i) For direct debits: for non-payment of amounts billed by Us, we may charge €30 plus 1.5% monthly by way of a collection management fee at the time of return of the monthly bill by the bank where the direct debit is set up. This Charge will be repeated at the end of each billing period if the overdue payment is not paid and the monthly bill is returned again.
- ii) For transfers: we may charge a late payment fee of €30 or 2% of all amounts pending payment (whichever is higher) and remaining unpaid twenty-eight (28) days after the Statement date, effective from that date and every thirty (30) days thereafter, for as long as there are payments pending.

If at 60 days from the Statement date of issue there are amounts pending payment of more than €500, American Express will block the Business Travel Account so that no more Charges can be made to it.

If at 90 days from the Statement date of issue there are amounts pending payment of more than €500, American Express will also apply a cancellation fee of €100. The Business Travel Account will also be cancelled.

- b. We may charge You our full costs incurred in relation to any cheque sent to us by You or your representative that is not for the full amount and in relation to the referral of any amount pending payment on any Business Travel Account to a third party collector (which may be a law firm).

4. Statements and Queries

You will automatically be enrolled in the Online Service. The Online Service Terms and Conditions of Use for this Agreement are in Section A, Clause 14.

5. Payment

Unless we have agreed otherwise with You, payments are due on the date stipulated in your Statement, which is usually twenty-eight (28) days from the end of the relevant billing period.

6. No Liability for Travel Services

We are not a travel services broker or a tour operator. We are exempt from liability for the provision or non-provision of travel services.

V. BUSINESS TRAVEL CARD

1 Opening Accounts and Issue of Cards

- a. You are the User of the Business Travel Card and liable for all use or misuse of Business Travel Cards by Authorised Approvers, Programme Administrators, Travel Users, employees or other persons with real or apparent authority to make or initiate a transaction using the Business Travel Card for purchases on your behalf, including any breach of the terms of this Agreement.
- b. Each Authorised Approver must be authorised by You and able to give effect to all the terms of this Agreement applicable to the Business Travel Card, and authorise Charges on your behalf. You are responsible for selecting Authorised Approvers and notifying Travel Agencies of any changes or updates to the Lists of Authorised Approvers. We reserve the right, at our sole discretion, to refuse any request to open and use a Business Travel Card from a potential Authorised Approver and to terminate any Authorised Approver's mandate, without notice to You.

- c. You must tell us immediately if You suspect that a Business Travel Account is being used by someone who is not an Authorised Approver or is acting under another title, without your authorisation.

- d. You must immediately inform the Travel Agency of any revocation of mandate granted to an Authorised Approver for use of the Business Travel Card, and cooperate with the Travel Agency to ensure former Authorised Approvers no longer have the ability to incur Charges, and are deleted from any user account opened by the Travel Agency for said people.

- e. The Business Travel Card will only be issued as a virtual card, it cannot be issued as a plastic card.

2. Use of Cards and Accounts

- a. Business Travel Cards may only be used by Authorised Approvers to pay for Travel Bookings made with a Travel Agency. Charges to a Business Travel Card must not be incurred with any other Merchant that is not a Travel Agency for managing your travel. If such Charges are incurred, You will still be liable for them, subject to the "Liability for Unauthorised Charges" section of this Agreement (Section A, Clause 11).

- b. You must provide the Business Travel Card number to the Travel Agency to pay for Travel Bookings.

- c. When an Authorised Approver makes Travel Bookings on a Business Travel Account with a Travel Agency, You will be deemed to agree that the Business Travel Account will be debited for payment and You authorise the Charge.

- d. Examples of reasonable controls, measures and functionalities in accordance with the "Use of Cards and Accounts" section of this Agreement (Section A, Clause 2(c)) to prevent and limit misuse of the Business Travel Card include, but are not limited to:

- i) providing a Travel Agency, in writing sent by an Authorised Approver, with an updated list of Travel Users whose Travel Bookings have been approved to make reservations on an Account within clearly defined parameters. This list may be amended immediately upon notice to the Travel Agency;
- ii) providing a Travel Agency with clearly defined prior written approval of a booking on a Business Travel Card from an Authorised Approver.
- iii) ensuring that user IDs and passwords for Online tools for Travel Bookings are provided by an Authorised Approver only to Travel Users whose Travel Bookings have been approved or pre-approved by an Authorised Approver for reservations on the Business Travel Card accessed by that user ID and password, and that the technical parameters for user ID and password are set in a manner that ensures only Travel Bookings approved or pre-approved by an Authorised Approver can be reserved with that Business Travel Card;
- iv) providing updated Lists of Authorised Approvers to Travel Agencies, which may be amended immediately upon notice to the Travel Agency;
- v) setting limits for maximum transaction amounts;
- vi) using any Online Service we make available to You to monitor use of the Account and manage the Programme; and
- vii) taking measures to immediately delete any User Accounts for former Authorised Approvers set up by the Travel Agency or You for the purpose of using the Business Travel Card to make bookings, as soon as their right to Charge the Business Travel Card has been revoked.
- e. You must not use the Business Travel Card to obtain cash.

General Terms

3. Liability for Charges

In addition to the "Liability for Charges" section (Section A, Clause 4 (a)), the following provisions apply to the Business Travel Card only.

You are the User of our payment service under the Corporate Meeting Card Programme because Authorised Approvers are acting on your behalf when using the Business Travel Card. You are liable for all use and misuse of the Business Travel Card Programme and You must:

- i) ensure and instruct Authorised Approvers to comply with the Business Travel Card Terms and Conditions of Use;
- ii) instruct Authorised Approvers to submit their expenses reports covering transactions on the Business Travel Card to You promptly, and at least once a month; and instruct Authorised Approvers that the Travel Card is issued solely for use according to the permitted purposes in the "Use of Cards and Accounts" section of this Agreement (Section A, Clause 2) and that it must not be used for the purposes set out in the "Prohibited Uses" section of this Agreement (Section A, Clause 3). You must promptly report any misuse of the Business Travel Card to Us.

4. Fees and Other Charges

Fees and Other Charges for the Business Travel Card only

- a. Late payment fees apply if there is a delay in payment of Charges, without the need for prior notice. For the avoidance of doubt, You are liable to Us for payment of late payment fees in the same way as for any other Charges, under Section B I. Clause 3 of this Agreement.
- b. Overdue payments will be dealt with as follows:
 - i) Late payment interest on unpaid amounts will be 1.50% per month on the amount owed. There will be a one-off fixed late payment fee of €30 Euros for the cost of recovering each unpaid instalment.
 - ii) If an amount remains overdue for 60 days, regardless of the payment method travelling, we will block the Business Travel Card so that no more Charges may be made to it.
 - iii) Similarly, We will immediately and automatically cancel the Travel Card if at 90 days from the billing date on the Statement there are amounts pending payment. If You wish to reactivate the Business Travel Card, we reserve the right of approval and, if We approve the reactivation, we will be entitled to charge You a fee of €150.
 - iv) If any amount that You owe us under this Agreement is referred to third party collectors (which may be a law firm), an appropriate file referral fee may be added to the outstanding sum at that point.
- c. If You request paper copies of Statements a fee of €3.50 per copy may be applied.
- d. You must pay an annual fee for the Business Travel Card of up to €60. The first annual fee for the Card must be paid on the date of the first Statement after the Card has been issued and the following fees must be paid on the date of the Statement issued at the start of each year for which the Card is valid, unless We agree otherwise with You. The Card will be valid for the year starting on the Card anniversary date and will end on the day before the next Card anniversary date.
- e. We may charge You the total costs incurred for any cheque, direct debit or other method for paying Us any amount under this Agreement that is not paid in full and, if applicable, the costs of any third party collector (which may be a law firm) We engage to collect any amount You owe Us.

5. Statements and Queries

You can join the Online Services. The Online Service Terms and Conditions of Use for this Agreement are in Section A, Clause 14.

Business Travel Card Statements will be billed and settled centrally.

6. Payment

Unless we have agreed otherwise with You, payments are due on the date stipulated in your Statement, which is usually twenty-eight (28) days from the end of the relevant billing period.

Full settlement of the Statement will be by Direct Debit under the SEPA B2B mandate.

7. No Liability for Travel Services

We are not a travel services broker or a tour operator. We are exempt from liability for the provision or non-provision of travel services.

8. Cash Advances

Business Travel Cards may not be used to obtain or withdraw cash.

9. Membership Rewards

Although the Business Travel Card is not eligible for enrolment in the Membership Rewards Points® Programme, it is eligible for enrolment in the Corporate Membership Rewards programme.

VI. B2B CARD

1. Opening Accounts and Issue of Cards

- a. You must provide Us with details of all prospective Authorised Users of the B2B Card.

You must ensure a B2B Card Application Form is completed and any application procedures notified by Us are followed for each proposed B2B Card Authorised User.

- b. Only Authorised Users are permitted to use the B2B Card on your behalf. You are liable for all use and misuse of the B2B Card, including any breach of the terms of this Agreement.

When an Authorised User presents a B2B Card and authorises a purchase by entering the relevant Code or signing for a transaction, You will be deemed to agree that the Card Account will be debited for payment. For online, telephone, mail order or other means of placing orders where the Card is not physically present with the Merchant, You will be deemed to agree to the transaction when an Authorised User provides a B2B Card number and related B2B Card details, uses any other authentication method specified by us from time to time, and follows the Merchant's instructions for processing the payment.

- c. Issued Cards may have contactless technology enabled, to permit contactless payments. Contactless payment enables You to incur Charges simply by placing your B2B Card over a card reader, without it having to be swiped or recorded. We may deactivate the contactless payment functionality at any time.

- d. We may allow You to use digital wallet technology or other digital technology (provided by a third party or any of our Subsidiaries) to request Charges. Use of Digital Wallet Technology may be subject to additional terms of use. However, the content of this Agreement shall still apply to any Transaction You request using this technology.

General Terms

2. Use of Cards and Accounts

a. The Authorised User of the B2B Card is the only person authorised to use the B2B Card bearing their name and the related Account and Authorised Card User Codes.

b. On request and exclusively so that We can operate the respective Programme(s), You must provide Us with all the information we may reasonably request from time to time concerning an Authorised Card User, including but not limited to, their address. You must cooperate with Us in any investigation into use of a B2B Card. This provision will remain in force after the B2B Card has been cancelled and after this Agreement expires.

3. Liability for Charges

In addition to the "Liability for Charges" clause (Section A, Clause 4 (a)), the following provisions apply to the B2B Card only:

You are liable for our payment service under the B2B Card Programme because Authorised Card Users are acting on your behalf when using the B2B Card. You are liable for all use and misuse of the B2B Card Programme and You must:

- i)** ensure and instruct Authorised Card Users to comply with the B2B Card Terms and Conditions of Use;
- ii)** instruct B2B Card Authorised Users to submit their expenses reports covering transactions on the B2B Card to You promptly, and at least once a month; and instruct B2B Card Authorised Users that the B2B Card is issued solely for use in accordance with the purposes permitted in the "Use of Cards and Accounts" section of this Agreement (Section A, Clause 2) and that it must not be used for the purposes set out in the "Prohibited Uses" section of this Agreement (Section A, Clause 3). You must promptly report any misuse of the B2B Card to Us.

4. Fees and Other Charges

Fees and Other Charges for the B2B Card only:

- a.** Late payment fees apply if there is a delay in payment of Charges, without the need for prior notice. For the avoidance of doubt, You are liable to Us for payment of late payment fees in the same way as for any other Charges, in accordance with Section B I. Clause 3 of this Agreement.
- b.** Overdue payments will be dealt with as follows:
 - i)** Late payment interest on unpaid amounts will be 1.50% a month on the amount owed. There will be a one-off fixed late payment fee of €30 Euros for the cost of recovering each unpaid instalment.
 - ii)** If an amount remains overdue for 60 days, regardless of the payment method, we will block the Card so that no more Charges may be made to it.
 - iii)** Similarly, We will immediately and automatically cancel the B2B Card if at 90 days from the billing date on the Statement there are amounts pending payment. If You wish to reactivate the Card, we reserve the right of approval and, in the event of Us approving the reactivation, we will be entitled to charge You a reactivation fee of €150.
- iv)** if an Authorised Card User Account or any amount You owe Us under this Agreement is referred to third party collectors (which may be a law firm), an appropriate file referral fee may be added to the outstanding sum at that point.
- c.** If You request paper copies of Statements a fee of €3.50 per copy may be applied.
- d.** You must pay an annual fee for the B2B Card of up to €60. The first annual fee for the Card must be paid on the date of the first Statement

after the Card has been issued and the following fees must be paid on the date of the Statement issued at the start of each year for which the Card is valid, unless We agree otherwise with You. The Card will be valid for the year starting on the Card anniversary date and will end on the day before the next Card anniversary date.

e. We may Charge You the total costs We incur for any cheque, direct debit or other method for paying Us any amount under this Agreement that is not paid in full and, if applicable, the costs of any third party collector (which may be a law firm) engaged by Us to obtain any amount You owe Us under this Agreement.

5. Statements and Queries

- a.** You can join the Online Services. The Online Service Terms and Conditions of Use for this Agreement are in Section A, Clause 14.
- b.** Account Statements for the B2B Card will be billed and settled centrally.

6. Payments

Unless we have agreed otherwise with You, payments are due on the date stipulated in your Statement, which is usually twenty-eight (28) days from the end of the relevant billing period.

Full settlement of the Statement will be by Direct Debit under the SEPA B2B mandate.

7. Cash Advances

The B2B Card may not be used to obtain or withdraw cash.

8. Exclusion from the Membership Rewards Programme

Although the B2B Card cannot join the Membership Rewards Points Programme®, it can join the Corporate Membership Rewards programme.

General Terms

SCHEDULE 1

Definitions

“Account Limit” means a limit applied to the Master Account or the aggregate of all or a subset of Accounts You have with us, and is the maximum amount that can be outstanding at any time on the Master Account and/or said Accounts.

“Account Statement” means a summary of Charges on an Account detailing transactions, Account balance and other relevant Account information (total amount payable to Us in respect of Charges) during the relevant billing period.

“Account User” means any person authorised by You under the terms of this Agreement to incur Charges on an Account.

“Account” means the account issued by Us to You or the Account User (as applicable) for the purpose of authorising, recording and monitoring Charges made using the Card in question, including:

- i) each Cardmember Account for the Corporate Card and Corporate Meeting Card Programme;
- ii) each Card Account for the Corporate Purchasing Card and Corporate Purchasing Account Programme;
- iii) the American Express Business Travel Account;
- iv) the American Express vPayment Account;
- v) each Card Account for the Business Travel Card Programme; and
- vi) each Card Account for the B2B Card Programme.

“Agreement” means the General Terms and Conditions in Section A, which apply to all Programmes in which You participate (“General Terms and Conditions”), the particular terms and conditions in Section B, which apply to the specific Programme(s) in which You participate (“Particular Terms and Conditions”), any Application Forms You fill in for any Programme, Cardmember General Terms and Conditions (for the Corporate Card only), the Corporate Meeting Card Terms and Conditions (for the Corporate Meeting Card only), the Corporate Purchasing Card/Corporate Purchasing Account Terms and Conditions (for the Corporate Purchasing Card and Corporate Purchasing Account only), the general terms and conditions of Insurance (if applicable) and any other terms and conditions we may communicate to You.

“American Express Exchange Rate” is defined in Section A, Clause 15.

“Application Forms” means the Programme Application Form, Cardmember Application Form, Authorised User Form and any other application forms that we may introduce.

“Authorised Approver” means each person named on the List of Authorised Approvers as being authorised by You to approve transactions on the Business Travel Account and/or Travel Card on your behalf and includes any person otherwise authorised by You to approve transactions on the Business Travel Account and/or the Travel Card.

“Authorised User Form” means the Form with which You request the issue of a Corporate Purchasing Card or Corporate Purchasing Account and by signing it You authorise a person to use the Corporate Purchasing Card or Corporate Purchasing Account on your behalf. The Authorised User Form contains the Corporate Purchasing Card/Corporate Purchasing Account Terms and Conditions of Use and must be signed by the authorised person to acknowledge the authorisation You have granted.

“Authorised User” means You or your director(s), employee(s), or other representative(s) with a real or apparent mandate to use a Corporate Purchasing Card and/or Corporate Purchasing Account on your behalf.

We may consider an Authorised User to be any person to whom You communicate Corporate Purchasing Card or Corporate Purchasing Account details enabling them to make purchases with the Corporate Purchasing Card or Corporate Purchasing Account. In the case of a Corporate Purchasing Card, Corporate Purchasing Account and/or B2B Card issued in the name of a natural person, the named natural person will be the Authorised User.

“B2B Card” means the American Express B2B Card issued in the name of an Authorised User designated on the B2B Card Application Form.

“Billing Currency” means the currency in which the respective Card is issued.

“Business Travel Account” means the Account(s) set up under the Master Account for authorising and recording Charges for the American Express Business Travel Account Programme.

“Card Account” means the account(s) set up under the Master Account for authorising and recording Charges relating to a Corporate Purchasing Card and/or Corporate Purchasing Account.

“Card Group” means the dynamic volume of vPayment Transaction Numbers allocated to You.

“Cardmember Account” means the account We set up for a Cardmember for the purpose of authorising and recording Charges.

“Cardmember Application Form” means the application form to be completed and signed by a Cardmember in relation to the Corporate Card Programme and authorised by the Programme Administrator or other person authorised to approve that application on your behalf.

“Cardmember Authorisation Form” means the form through which You request the issue of a Corporate Meeting Card and by signing the form You authorise a person to use the Corporate Meeting Card on your behalf. The Cardmember Authorisation Form contains the Corporate Meeting Card Terms and Conditions of Use and must be countersigned by the authorised person to acknowledge the authorisation you have granted.

“Cardmember General Terms and Conditions” means the Cardmember terms and conditions to be formalised by Cardmembers for the Corporate Card Programme.

“Cardmember” means the person named on a Corporate Card or Corporate Meeting Card.

“Card” means a plastic or virtual Card or any other device or procedure for use, including:

- i) the American Express Corporate Card and/or Corporate Meeting Card;
- ii) the American Express Corporate Purchasing Card and/or Corporate Purchasing Account (which may consist of a device or account number and the corresponding procedure for use, regardless of whether or not a plastic card has been issued);
- iii) the B2B Card; and/or
- iv) Virtual Cards for the American Express Corporate Travel Account, American Express vPayment Account and/or the Travel Card.

“Cash Advance” means the withdrawal of cash in any currency through the range of methods made available or that may be made available, including Express Cash and any other cash product as agreed separately with Us.

“Charge(s)” means all Card transactions and other amounts charged to an Account by the Card or by other means, including a Cash Advance, all Card fees, Account fees, including renewal fees, late payment fees and associated costs, and all other fees, charges or costs You have agreed to

General Terms

pay us or are liable for under this Agreement or that are due to Us under the Cardmember General Terms and Conditions for the Corporate Card Programme.

“Code(s)” means each Personal Identification Number (PIN), telephone code, online password and any other code or authentication method established for use with a Corporate Card and/or Corporate Meeting Card, issued to an Authorised User for use of the Corporate Purchasing Card, Corporate Purchasing Account and/or B2B Card, and also used to gain access to Account information (including the @Work and BTA Connect Account tools), as specified by Us.

“Combined Liability” is defined in Section B I. Clause 3 (a).

“Communications” means Statements, delivery message, notifications (including changes to this Agreement), announcements, Account alerts, important messages, changes to this Agreement and other communications to You or Account Users in connection with any Programme(s) in which You participate.

“Corporate Card” means the American Express Corporate Card issued to a Cardmember after completion of a Cardmember Application Form signed by the Cardmember and authorised by the Programme Administrator or other person authorised to approve that application on your behalf.

“Corporate Meeting Card Terms and Conditions of Use” means the terms and conditions of use of the Corporate Meeting Card that forms part of the Cardmember Authorisation Form and this Agreement.

“Corporate Meeting Card” means the American Express Corporate Meeting Card issued to a Cardmember after completion of a Cardmember Application Form.

“Corporate Purchasing Card/Corporate Purchasing Account Terms and Conditions of Use” means the terms and conditions of use of the Corporate Purchasing Card and the Corporate Purchasing Account that form part of the Authorised User Form and this Agreement.

“Corporate Purchasing Card” or “Corporate Purchasing Account” means an American Express Corporate Purchasing Card or American Express Corporate Purchasing Account respectively, associated to the corresponding Card Account and created at your request for use by an Authorised User. Corporate Purchasing Cards are issued in the names of Authorised Users. Corporate Purchasing Accounts may or may not be issued in the name of an Authorised User. If a Corporate Purchasing Card or Corporate Purchasing Account is not issued in an Authorised User’s name, the person designated in the Authorised User Form as being authorised to sign for a Card Account and the designated manager who signs the same form will be deemed Authorised Users

“Defined Expenses Functionality” is defined in Section B II, Clause 2.

“General Terms and Conditions” is defined in the definition of “Agreement” in this Schedule.

“Group Entities” means an entity that controls, is controlled by or is under common control with the party in question, including its subsidiaries.

“Individual Liability” is defined in Section B I. Clause 3 (a) (iii).

“Items for Resale” is defined in Section A, Clause 2.

“Law” refers to Royal Decree Law 19/2018 of 23 November on payment services and other urgent financial measures and any Law that subsequently replaces it.

“List of Authorised Approvers” means a written list of Authorised Approvers provided by You to Travel Agencies.

“Master Account” means the control account established by Us and

under which we will issue Cards and Accounts to record the reciprocal payment obligations between You and Us under this Agreement including, among others, your obligation to pay Charges. The Master Account is independent of the Accounts and cannot be used to pay for goods and services at a Merchant.

“Merchant” means a company, firm or other organisation that accepts all the Cards as a means of payment for goods and/or services or at least one type of Card for business to business transactions.

“Microbusiness” refers to a company - considered to be both the natural persons carrying out a professional or business activity and the legal persons - that, on the date of entering into the payment services Agreement, employs fewer than ten persons and whose annual turnover or balance sheet does not exceed two million Euros, as established by law.

“Online Services” means any tool, application, software, systems or services based on the internet (including the Online Account Statements Service) that We may make available to You or your agents to review or incur Charges for connecting your systems to the relevant Programme systems (as applicable), adding new Affiliates, Programme Administrators and Authorised Users, and sending and receiving data in relation to the Programme(s) in which You participate.

“Online Service User” is defined in Section A, Clause 14 (a).

“Particular Terms and Conditions” is defined in the definition of “Agreement” in this Schedule.

“Personalised Security Credentials” means personalised elements that American Express provides to You for authentication purposes.

“Pre-Authorisation System” means the process by which control parameters and data are incorporated into a vPayment Account prior to a vPayment transaction being authorised by a Merchant.

“Programme Administrator” means an administrator for the Programme You nominate on the relevant Programme Application Form or notified to us in writing at the relevant time, with the authority to act on your behalf in administering all aspects of the Programme, including nominating and approving subsequent Programme Administrators and establishing and modifying restrictions on use of the Account by the Account User.

“Programme Application Form” means the application form for each Programme completed and signed by a person authorised to act on your behalf to set up a Master Account and issue Cards and Accounts under the Master Account, for use by You/the Account User in accordance with this Agreement.

“Recurring Charges” means where You or an Account User allow a Merchant or Travel Agency (in the case of the Business Travel Account Programme) to bill an Account for a specified or unspecified amount, at regular or irregular intervals for goods or services.

“Replacement Card” means any renewal or replacement of a Card.

“Security Information” means your user identification code and associated password and any other authentication method specified by Us periodically, for You to use our Online Account Statement Service;

“Transfer” is defined in Section A, Clause 29.

“Travel Agency” means a travel agent, travel management company or other provider of travel booking services or associated online bookings portal that, in the specific case of the Business Travel Account, are designated on the Business Travel Account Application Form and are certified and approved by Us.

“Travel Card” means the American Express Travel Card issued in Your name and created at your request to authorise and register Charges for the American Express Travel Card Programme.

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

“Travel User” means You, a director employed by you, You, a contractor or any other person for whom Travel Bookings are purchased through a Business Travel Account and/or Travel Card.

“vPayment Facilitator” is defined in Section B III, Clause 7a.

“vPayment System” means the technical infrastructure in which We operate the vPayment Account.

“We”, “Our” and “Us” means American Express Europe, S.A., a company registered in the Madrid Mercantile Registry, Volume 15,348, Section 8 in the Book of Companies, Folio 204, Sheet M-257407, with registered office at Avenida Partenón 12-14 28042 Madrid. Tax identification number A-82628041, 1st Entry. Payment institution authorised in accordance with the Law (including our successors and assigns)

“You” and “your” means the company or firm whose name and address appear on an Application Form that it has signed and its successors or assignees.

Unless the context requires otherwise, words in the singular include the plural and those in the plural include the singular.

SCHEDULE 2

CORPORATE MEETING CARD TERMS AND CONDITIONS OF USE

1. Acceptance/Object of the Agreement

This document sets out the terms of use of the American Express Corporate Meeting Card. Please read it very carefully and keep it for your reference. By submitting a Cardmember Authorisation Form (or, if earlier, signing or using the Card), You agree to ensure all Cardmembers comply with these Terms and Conditions of Use. These Terms and Conditions of Use will be updateable and form part of our Agreement with You.

2. Definitions

Unless otherwise stated, any definitions used in these Terms and Conditions of Use have the same meanings as those set out in the American Express Global Corporate Payment General Terms and Conditions.

3. Use of Cards/Codes

- a. When the Cardmember uses the Card, they are acting as your representative and on your behalf.
- b. When a Cardmember presents the Card to a Merchant and authorises a purchase by entering the Code or signing for the purchase, the Cardmember will be deemed to have consented on your behalf for the account we maintain in relation to the Card (the “Account”) to be debited for the relevant payment. For online, telephone or mail order purchases and, any Recurring Charges, the Cardmember will be deemed to accept the transaction on your behalf when they provide the Card number and related Card/Account details, use any other authentication method We may specify, and follow the Merchant’s instructions to process the payment. The Cardmember may also be deemed to consent to a transaction on your behalf in any agreement they enter into with a Merchant in which an amount is specified in said agreement and the Cardmember has authorised the Merchant to debit the Card for the transaction.
- c. A Cardmember may consent verbally or confirm their acceptance of all or part of a Charge directly with Us after a Charge has been submitted. Neither You nor the Cardmember may cancel Charges once they have been authorised.
- d. To prevent misuse of the Card, You must ensure the Cardmember:
 - i) signs the Card as soon as they receive it;
 - ii) keeps the Card secure at all times;
 - iii) does not allow anyone else to use the Card;
 - iv) retrieves the Card after making a Charge;
 - v) never gives out the Card details, except when using the Card in accordance with these Terms and Conditions of Use; and
 - vi) regularly checks they are in possession of the Card and informs You immediately if the Card is lost, stolen or misplaced.
- e. To protect the Codes (including the PIN), You must instruct the Cardmember to:
 - i) memorise the Code;
 - ii) destroy our communication informing the Cardmember of the Code (if applicable);
 - iii) not write the Code on the Card;
 - iv) not keep a record of the Code with or near to the Card or Account details.

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

- v) except when required if the Cardmember allows another service provider to obtain authorised access to, or to make authorised Charges from your Account in accordance with Law, not tell anyone the Code or otherwise allow access to it (except for the telephone Code established for use on your Account, which may be provided to American Express by telephone);
- vi) not choose a Code (if the Cardmember selects a Code) that can easily be associated with the Cardmember name, date of birth or telephone number; and
- vii) take care to prevent anyone else from seeing the Code when entering it on an ATM or other electronic device.

4. Permitted Uses

a. You must instruct the Cardmember to comply with these Terms of Use and with your instructions, policies and procedures when using the Card. You may have separate policies and procedures, which You should ensure the Cardmember is aware of when using the Card. Your policies and procedures may hold the Cardmember accountable for use or misuse of the Card, including fraudulent use of the Card, or failure to take reasonable care of the Card, Codes, and Card details. You must ensure the Cardmember consults the Programme Administrator for the Account for better understanding of Your policies and procedures.

b. The Cardmember is the only person who may use the Card. The Card is issued solely for the acquisition of goods and/or services for Your business purposes.

c. The Cardmember may use it, subject to any restrictions under these Terms and Conditions of Use, to pay for goods and/or services from Merchants that accept the Card, except where You have restricted use of the Card at a Merchant.

d. If We agree, the Cardmember may also use the Account to obtain cash advances from any ATM that accepts the Card.

e. If permitted by the Merchant, the Cardmember may return goods or services obtained using the Card to the Merchant, and receive a credit to the Account.

f. Any conclusion or expected termination of the employment relationship or any other association of the Cardmember with You, and the effective date of that termination must be notified to the Programme Administrator and Us.

5. Cash Advances

a. Participation in the Express Cash Service (or any Cash Advance facility), which enables Cardmembers to obtain Cash Advances, is permitted for use with the Card if You permit it, and it is regulated by our Agreement with You. If we agree with You to allow a Cardmember to obtain Cash Advances and You enrol the Cardmember in our Express Cash Service (or any other Cash Advance facility), then:

- i) the Cardmember will only be entitled to withdraw cash for your business purposes;
- ii) upon notification to Us, You may stop the Cardmember from using the Express Cash Service (or any other Cash Advance facility) at any time and Cash Advances will no longer be available to that Cardmember;
- iii) You must enrol the Cardmember in the Express Cash Service (or any other Cash Advance facility) and obtain a Code to access ATMs that accept the Card;
- iv) we may impose limits and restrictions on Cash Advances such as the minimum and maximum limits that apply to Cash Advances for each Charge, day, billing period or otherwise;

v) participating financial institution and ATM operators may also impose their own limits and restrictions on Cash Advances such as limits on the number of Cash Advances, the amount of each Cash Advance, and access to ATMs and the services available services at ATMs;

vi) we reserve the right, giving no reasons and without prior notice to the Cardmember, to cancel access to Cash Advances and ATMs, even if the Account is not in default;

vii) fees apply for Cash Advances and are set out in our Agreement with You. The ATM provider may also charge a fee; and

viii) You must ensure the Cardmember complies with any instructions You give them in relation to Cash Advances.

6. Statements and Queries

You must instruct the Cardmember to always check each Statement for accuracy and to contact Us as soon as possible if more information about a Charge on any Statement is needed. If the Cardmember has a query or concern about a Statement or any Charge on it, the Cardmember must inform Us immediately. We will expect this to be within one (1) month of receipt of the Statement and if You or the Cardmember do not query a Charge that You believe is unauthorised or inaccurate within this period, You will be liable for the unauthorised Charge. If the Company fails to contest the accuracy of the Statement or the debit entries within that period after the Statement has been made available, claims and objections to debit entries (such as for example claims for reimbursement) will be excluded. If We so request, You must ensure the Cardmember promptly provides us with written confirmation of the query or concern and any information we may require in relation to the query or concern.

7. Online Statement Service Terms and Conditions

a. If the Cardmember is enrolled in our Online Statement Service, they may access the service via our website, using the Security Information. Once enrolled, the Cardmember will not receive paper Statements unless we have reason to send one, such as if the Account is in default.

b. The Security Information is confidential and You must ensure it is kept strictly confidential and is not shared with any other person or recorded in an insecure location accessible to anyone. We are not liable for any misuse of the Online Statement Service or for any disclosure of confidential information if the Cardmember has failed to take reasonable precautions to safeguard the Security Information.

c. If we detect that the e-mail address the Cardmember has provided is invalid or that emails are returned or not received by the Cardmember, we may revert to sending the Cardmember printed Statements by post or attempt to contact the Cardmember or You.

d. When a Statement is made available, We will send the Cardmember a notification to the email address communicated to Us by each Cardmember to let them know the Statement is ready to view online.

e. We will not be liable if any email sent to the Cardmember under these Terms and Conditions of Use is not received by the Cardmember because the Cardmember's email address has changed and We have not been notified or it is invalid, or if there is a systems failure, interruption to communications systems or other reasons beyond our control.

f. You will tell the Cardmember that if they do not receive the notification email, they may obtain the Corporate Meeting Card Account balance by accessing our Online Statement Service via our website, or by calling the Customer Service telephone number printed on the back of the Card.

g. You will instruct the Cardmember to access their Online Statements regularly. Each Online Statement will be kept available online for six (6)

AMERICAN EXPRESS CORPORATE CARDS PROGRAMME

General Terms

months. The Cardmember may print out Statement details and/or keep a permanent copy on a data storage device.

8. Loss, Theft and Misuse

a. You will instruct Cardmembers to inform the Programme Administrator immediately if the Cardmember has reason to believe that:

- i) a Card has been lost or stolen;
- ii) a Replacement Card has not been received by the Cardmember;
- iii) a Code becomes known to a third party;
- iv) it is suspected that a Card or Account is being misused or a transaction has not been authorised; or
- v) it is suspected that a transaction has been processed incorrectly.

b. If a lost or stolen Card (if issued in physical form) is subsequently retrieved, or if we renew a Card with a new Card on the same Account, the Cardmember may not use the lost, stolen or expired Card. The Replacement Card must be used instead. You must ensure that the Cardmember notifies us immediately of recovery of the Card, and the recovered Card must be cut up or destroyed.

c. You must ensure the Cardmember gives us all the information in their possession concerning the circumstances of any loss, theft or misuse of the Card. We may provide competent third parties with any information we consider relevant to any investigation.

9. Communicating With The Cardmember

a. We may send Cardmembers by electronic means any Communication on our products and services, under the Corporate Meeting Card Programme, and all such Communications will be considered to have been made in writing.

b. We may send the Statement and any other Communication (including changes to these Terms and Conditions of Use) by post, email, SMS, insertion of the relevant note in the Statement (or in an annex to the Statement) or via the Online Statement Service or through links on web pages accessible through the Online Statement Service, or any combination of these means. You will instruct Cardmembers to access all such Statements and other Communications.

c. All electronic Communications that we make available, including Statements, will be deemed to be received on the day we send the notification email and/or post the electronic Communication online, even if the Cardmember does not have access to the electronic Communication that day.

d. You will instruct the Cardmember to keep us up to date with their name, home address, email addresses, postal address and phone numbers, and other contact details for delivering Communications under this Agreement. We will not be liable for any fees or charges or any other detriment sustained by the Cardmember and/or You if You fail to instruct Cardmembers to keep us up to date, or if Cardmembers fail to tell us about changes in the information.

10. Exclusion from the Membership Rewards Programme

Cardmembers cannot join the Membership Rewards Programme.

SCHEDULE 3

CORPORATE PURCHASING CARD AND CORPORATE PURCHASING ACCOUNT TERMS AND CONDITIONS OF USE

1. Acceptance

This document sets out the terms and conditions of use for the Corporate Purchasing Card and Corporate Purchasing Account. Please read them very carefully and keep them for your reference. By submitting an Authorised User Form (or, if earlier, signing or using the Corporate Purchasing Card or Corporate Purchasing Account), You agree to ensure all Authorised Users comply with these Terms and Conditions of Use. These Terms and Conditions of Use will be updateable and form part of our Agreement with You.

2. Definitions

Unless otherwise stated, any definitions used in these Terms and Conditions of Use have the same meanings as those set out in the American Express Global Corporate Payment General Terms and Conditions, in the event of any conflict, the present Terms and Conditions of Use shall prevail.

3. Use of Cards/Codes

a. Only an Authorised User may use the Card. The Authorised User may not permit anyone to use the Card who is not also an Authorised User for that Card or Card Account.

b. We may or may not issue the Card in the name of the Authorised User.

c. We may agree with You to restrict the Merchants where the Card or Card Account may be used or impose limits on use of the Card or Card Account including, among others, limits on individual Charge amounts, Card or Card Account spending within a specific period, or the total amount of Charges pending payment on the Card or Card Account. You will ensure the Authorised User consults with the Programme Administrator for further information about applicable restrictions on the Card or Card Account.

d. When the Authorised User presents a Card to a Merchant and authorises a purchase either by entering the relevant Code or entering their signature for a purchase with the Corporate Purchasing Card, You will be deemed to have consented to the Card Account being debited for payment. For online, telephone, mail order, recurring Charges or other means of purchasing where the Card is not physically present with the Merchant, You will be deemed to agree to the transaction when the Authorised User provides the Card number, uses any other authentication method specified by Us and the relevant Card and Card Account details, and follows the Merchant's instructions for processing the payment. If the amount of the transaction is not specified at the time the Authorised User authorises it, You will remain liable for the full amount of the resulting Charge. Neither You nor the Authorised User may cancel authorised Charges.

4. Permitted Uses

a. You must instruct the Authorised User to comply with these Terms and Conditions of Use and with your instructions, policies and procedures when You use the Card. You may have different policies and procedures, which You should ensure the Authorised User is aware of when using the Card and the Card Account. Your policies and procedures may mean the Authorised User is liable for use or misuse of the Card, including fraudulent use of the Card, or failure to take reasonable care of the Card, Codes, Card Account and Card details. You must ensure the Au-

General Terms

thorised User discusses the Card Account with the Programme Administrator to get a better understanding of your policies and procedures.

b. You must ensure the Authorised User only uses the Card for purchases of goods and/or services for the day-to-day operation of Your business, and that the Authorised User does not use the Card to purchase items for re-sale.

c. Any conclusion or expected termination of the employment relationship or any other association of the Cardmember with You, and the effective date of that termination must be notified to the Programme Administrator and Us.

5. Statements and Queries

a. You must ensure that the Authorised User notifies Us immediately upon becoming aware of any query the Authorised User may have about any Charge or any transaction details in a Statement or any credit missing from it. Neither You nor the Authorised User may raise any claims concerning unauthorised or incorrectly executed Charges or missing credits in a Statement after a period of one (1) month from the Statement date. If You fail to contest the accuracy of the Statement or the debit entries within that period after the Statement has been made available, claims and objections to the debit entries (such as, for example, demands for reimbursement) will be excluded. If we so request, You must promptly provide or ensure that the Authorised User promptly provides Us with written confirmation of the query.

b. You will instruct the Authorised User to keep Us up to date with their name, email addresses, home address, postal address and phone numbers. You must ensure the Authorised User notifies us immediately of any change in the Authorised User's contact details. We are not liable for extra expenses (penalty interest, collection fees) or any other detriment You incur if You neglect to inform us of a change in contact details.

c. If we allow You to access Statements through the Online Service and if You have appointed the Authorised User as a person with access rights, the Authorised User will be assigned a user ID and password (known as Security Information). Security Information is personal and confidential to the Authorised User. You must ensure the Authorised User keeps the Security Information strictly confidential. You will instruct the Authorised User not to allow other persons to access the Online Service using the Security Information.

6. Prevention of Loss, Theft and Misuse

a. You must ensure the Authorised User keeps the Card (if issued in physical form), Codes and all Card details safe and confidential. You will instruct the Authorised User not to share them with third parties except Your other employees who the Authorised User has independently confirmed with You as being Authorised Users for the same Card Account. You must ensure the Authorised User follows our instructions about use of the Card Account, Card, and Card details.

b. You will instruct Authorised Users to notify the Programme Administrator immediately if the Authorised User has reason to believe that:

- i)** a Card has been lost or stolen;
- ii)** a Replacement Card has not been received;
- iii)** a Code becomes known to a third party;
- iv)** it is suspected that a Card or the Card Account is being misused or a transaction has not been authorised; or
- v)** it is suspected that a transaction has been processed incorrectly.

c. If a lost or stolen Card (if issued in physical form) is subsequently recovered, or if we renew a Card with a new Card on the same Card Ac-

count, the Authorised User may not use the lost, stolen or expired Card. The Replacement Card must be used instead. You must ensure the Authorised User notifies Us immediately if a lost or stolen Card is recovered, and they must cut up the recovered Card or destroy it

d. You must ensure the Authorised User gives us all the information in their possession concerning the circumstances of any loss, theft or misuse of the Card. We may provide competent third parties with any information we consider relevant to any investigation.

7. Cash Advances:

The Corporate Purchasing Card and Corporate Purchasing Account may not be used to obtain or withdraw cash.

8. Exclusion from the Membership Rewards Programme

Authorised Users cannot join the Membership Rewards® Programme.