

This New Zealand Global Commercial Services Agreement is between American Express International (NZ) Inc (“we”, “us”, “our” and “American Express”) and the company named in the attached Account Application (“you”, “your” and “the Company”) and governs your use of the Accounts in New Zealand. This Agreement sets out the terms and conditions under which we provide American Express Global Commercial Services in New Zealand and governs your use of the Accounts selected in the Account Application which forms part of this Agreement.

Before you use any American Express Global Commercial Services' product or service, please read these conditions thoroughly. If you use any Account or Card, you will be agreeing to these conditions and they will govern your use of the Account or Card. If you do not wish to use the Account or Card, please notify American Express in writing by registered mail on your letterhead signed by an authorised person, to: American Express International (NZ) Inc, Customer Service, Global Commercial Services, PO Box 4005 Shortland Street, Auckland, 1140.

A: General Provisions

1. Definitions: the following definitions are used throughout this document:

'Account(s)': your American Express Corporate Card Account, Corporate Meeting Card Account, Corporate Purchasing Card Account and/or Business Travel Account, as selected in the Account Application.

'Account Application': means the attached Account Application completed by the Company, which forms part of this Agreement.

'Account Limit': a limit applicable to the Company Account or the aggregate of all or a subset of Card Member Accounts, being the maximum amount that can be outstanding at any time.

'Affiliate': any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

'Agreement': these Terms and Conditions, as distinct from the separate Card Member terms and conditions that are agreed separately and independently between Card Members and us.

'BTA with Virtual Payments' or 'BTA': a Virtual Account Number enabled facility that allows the Company to centralise Charges booked through its designated TMC and be billed monthly for those Charges by American Express.

'Card': any card, whether plastic or non plastic, issued under this Agreement or on any Account.

'Card Member': an individual to whom a Corporate Card, Corporate Meeting Card or Corporate Purchasing Card is issued at your request. The Card Member is an individual authorised by you to incur Charges on an Account, whether by use of a Card or otherwise. In the case of a BTA, this term includes an account user authorised by you to make travel reservations and thereby incur Charges on an Account.

'Card Member Account': means the Account established by us for a Card Member for the purpose of executing and recording Charges.

'Card Member Agreement': the agreement between us and the Card Member governing use of a Card and liability for charges.

'Charge': all amounts billed to an Account, regardless of whether a charge form or other charge authorisation is signed, including purchases of goods and services, cash advances, late payment charges and any other fees or charges. In the case of a BTA, 'Charge' includes scheduled airline tickets, departure taxes, travel insurance premiums, visa fees, and other travel charges, as may be designated by American Express from time to time.

'Code': any PIN, telephone codes or online passwords approved by us to be used on your Account.

'Commercial Card Services': any or all of the Accounts or services provided by us under this Agreement.

'Company': means the legal entity described in the Corporate Details in part 2 of the Account Application (whether a New Zealand Company, Partnership, Registered Foreign Company, Unregistered Foreign Company, Government Body, Co-Operative, Incorporated Association, Unincorporated Association or Trustee).

'Corporate Card': an American Express Corporate Card issued on your Account.

'Corporate Meeting Card' or 'CMC': an expense management product specifically for monthly consolidated billings of conference and meeting expenses and other miscellaneous expenditure.

'Corporate Purchasing Card' or 'CPC': a product providing a procurement and payment vehicle for goods and services frequently used by the Company.

'Designated Employee': a Master Programme Administrator, Programme Administrator, Card Member or person designated by you as your point of contact for Commercial Card Services or Programme(s).

'Items for Resale': goods and services purchased using your Card or Account and used by the Company for the purpose of resale.

'Master Programme Administrator': a person notified to us by the Company as its main administrator for the Programme.

'Merchant': a Company, firm or other organisation accepting American Express Cards as a means of payment for goods and/or services.

'Online service': any internet-based service that we make available to the Company.

'Programme': the American Express Global Commercial Services' services provided to Card Members and the Company under this Agreement and the Card Member terms and conditions.

'Programme Administrator': a person notified to us by the Company as an additional administrator for the Programme.

'Recurring Charges': means when you authorise a Merchant to submit Charges to a Card repeatedly or at regular intervals.

'ROC': a record of charge that evidences the purchase price of any Charge.

'Statement': a record of Card or Account transactions, account balance and other relevant account information for a specified period.

'TMC': the primary Travel Management Company for a BTA programme designated by you on this form and as otherwise notified to us from time to time, and any Travel Management Company that process Charges on your BTA.

'Unauthorised Charges': are Charges that did not benefit either you or the Card Member and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card or Account.

2. Establishment of Accounts and Card Issuance

(a) We will establish and operate the Account(s) in your name and, if applicable, issue Cards on your Account(s) bearing your name and those of any Designated Employees and/or Card Members.

(b) We reserve the right to:

- (i) require each prospective Card Member to complete our application for the Card or Account, including providing any identification or other information required to comply with local laws;
- (ii) carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you and/or any Card Members. These agencies may retain records of such checks, including information regarding the conduct of your Account and payment history, which may be used (subject to applicable law) by us and other firms and organisations in making credit decisions about you or the Card Member, including for preventing fraud or tracing debtors; and
- (iii) decline to issue, renew or replace a Card or Account to any person; cancel or suspend the use of a Card or Account at any time either generally or in relation to a particular transaction.

(c) Further, in the case of Individual or Limited liability Corporate Card Accounts, we may insist upon a minimum income for Card Members in accordance with our usual risk management criteria.

(d) We shall renew and replace Cards, subject to 2(b) above, until you or the Card Member directs otherwise.

(e) You are solely responsible for selecting and notifying us of the names of persons to whom you request we issue Cards and establish Card Member Accounts. We may deem any applicant referred to us by a Designated Employee as approved by you to hold and use a Card.

(f) We will provide to you upon request, any Card Member application forms or Card Member Agreement then in effect. We reserve the right at our sole discretion to change Card Member application forms and Card Member Agreements at any time and to establish additional or different requirements for internet-based Card Member applications, and we will notify you accordingly.

(g) You must ensure that current Card Member application forms and procedures prescribed by us are used and that current Card Member Agreements are provided to and retained by each applicant upon completion of the Card Member application form and in any event in good time before the Card is provided to the Card Member.

3. Use of the Card and/or Account

(a) You may only use a Card in accordance with this Agreement and within the validity dates shown on its face.

(b) Subject to Section D, you must not give any Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.

(c) Subject to Section D, the Card Member is the only person entitled to use the Card bearing his or her name and the corresponding Card Member Account. You must ensure each Card Member takes reasonable measures to stop anyone else using the Card and/or Account and that each Card Member takes proper care to keep the Card safe and all Card and Account details secret.

(d) To protect any Codes approved by us to be used on your Account, please make best endeavours to ensure that any Card Members:

- (i) memorise the Code;
- (ii) destroy our communication informing them of the Code (if applicable);
- (iii) do not write the Code on the Card;
- (iv) do not keep a record of the Code with or near the Card or Account details;
- (v) do not tell the Code to anyone;
- (vi) if they select a Code, do not choose a Code that can easily be associated with them such as their name, date of birth or telephone number; and
- (vii) take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.

(e) You must designate an individual as the Programme Administrator to manage each Account that you establish with us.

(f) You must not return any goods, tickets or services obtained with a Card or Account for a cash refund, but you may return them to a Merchant for credit to the Card or Account, if that Merchant agrees or is obliged to do so.

(g) You shall not obtain a credit to a Card or Account for any reason other than as a refund for goods or services previously purchased.

(h) You must not use any Card or Account if you do not honestly expect to be able to pay your Account in full on receipt of your monthly Statement.

(i) You must cease using any Card or Account and notify us immediately if an application is filed for the Company's winding-up, or if the Company passes a resolution for its liquidation or has a liquidator, administrator and/or receiver appointed to it or over any of its assets.

(j) You acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting in such refusal.

- (k) You may not use a Card or Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of New Zealand or any country where the Card or Account is used or where goods or services are provided.
- (l) You may not use your Card for amounts that do not represent bona fide sales of goods or services, e.g. purchases at Merchants that are owned by you (or your family members) or employees or any other person contrived for cash flow purposes.
- (m) You agree to provide us with all information available to you concerning the whereabouts of a Card Member and his or her address and to co-operate with us in any investigation concerning the use of the Card or Account, or collection of Charges from Card Members. This provision will continue in force after the Card is cancelled and/or this Agreement terminated.
- (n) Although the Card Member uses the Card, the Card remains our property at all times.
- (o) Subject to restrictions set out in this Agreement or the Card Member Agreement, you shall instruct the Card Member to use the Card or Account for your business use, i.e. to pay Merchants for goods and/or services for travel and entertainment in relation to your business or for use or consumption in the course of conducting your business (and not for re-sale), and in accordance with your policies and procedures.
- (p) As a special concession, where you have a Corporate Card or Corporate Purchasing Card Account, we may allow the Card or Account to be used for the purchase of Items for Resale provided that:
 - (i) you indicate in the Account Application your intention to use your Card or Account to purchase Items for Resale or you otherwise notify us of that intention in writing; and
 - (ii) you will be solely liable for all Charges related to Items for Resale, as set out in Liability below; and
 - (iii) you agree that we may request that you sign an additional agreement.
- (q) The Express Cash Service, where applicable, allows Card Members to withdraw cash from automated teller machines displaying the American Express logo. If a Card Member enrolls in our Express Cash Service, participation may be governed by a separate agreement with the Card Member.

4. Payment

- (a) You and the Card Member agree to pay all Charges shown on each monthly Account Statement on receipt, but not later than the due date as set out in the monthly Statement. Each monthly Statement of Charges shall be deemed to have been received by you or the Card Member (depending on the billing system in place) upon the date of the actual receipt or the seventh day following its dispatch by us. In the event of your non-receipt of our monthly Statement you or the Card Member shall be liable to make payment of the Charges within 21 days of incurring the Charge or earlier if requested by us. Failure to pay on time and in full is a material breach of this Agreement.
- (b) If you have a Corporate Purchasing Card Account, you agree to pay all Charges shown on each monthly Account Statement by direct debit or eftpos no later than 14 days after the date of the Statement. In the case of Corporate Meeting Card, you agree to pay all Charges shown on each monthly Account Statement by direct debit or eftpos no later than 21 days after the date of the Statement.
- (c) Payments will be credited to the relevant Account or Card Member Account when received, cleared and processed. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date taking into account weekends and public holidays, when we and/or your or our payment service provider may not be open for business.
- (d) You and the Card Member agree not to deduct or withhold, without our prior written approval, any amount shown as due on any Account Statement or data feed. You or the Card Member will pay us the full amount shown on the Account Statement or data feed irrespective of whether you or the Card Member are or intend disputing an amount(s) contained on your Account Statement or data feed. If you or the Card Member believe any Charge shown on a Statement is in error or in dispute, you may request and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed Charge while we investigate the error or you seek to resolve the dispute. Should the dispute be resolved in your favour, we shall credit the amount(s) that were previously disputed to your Account and it will appear on the next issue of your monthly Account Statement.
- (e) We may, in our sole discretion, accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do, we shall not lose any of our rights under this Agreement or at law, including the right to payment in full, and it does not mean we agree to change this Agreement. We may credit part payments to any of the outstanding Charges.
- (f) You and the Card Member must always pay us in New Zealand dollars, unless we agree otherwise in writing.
- (g) A certificate signed by one of our officers stating the amount that you and/or the Card Member owes us under this Agreement is proof of such amount. A copy of any document relating to the Account with us, or produced from data received by us electronically from a Merchant, shall be admissible to prove the contents of that document for any purpose.

5. Liability

- (a) For a Corporate Card product, the following liability options apply (as selected by you in the Account Application):

- (i) Individual Liability: Subject to the terms of clause 5(c), the Card Member is liable for all Charges incurred on the Account.
- (ii) Limited Liability: Subject to the terms of clause 5(c), the Card Member is liable for all Charges on the Card, except that you are jointly and severally liable with the Card Member for:
 - (1) Charges incurred for business expenses on your behalf and in accordance with your policies but for which you have not reimbursed the Card Member; and
 - (2) Charges incurred on the Card between the termination of the Card Member's employment and our receipt of notification of such termination from you.
- (b) For any BTA, CPC or Corporate Meeting Card product selected in the Account Application, you are liable for all Charges incurred.
- (c) You are not liable for Unauthorised Charges on any Card or Account except in the following circumstances where:
 - (i) you and/or the Card Member breached the terms of your Agreement with us (in particular the "Use of the Card and/or Account" clause);
 - (ii) you or the Card Member contributed to, or were in any way involved in or benefitted from the theft, loss or misuse (including improper or fraudulent use) of the Card or Account;
 - (iii) you or the Card Member have delayed notifying us as required under "Liability" sub-clause (d), in which case you will be liable for all Unauthorised Charges until you or the Card Member did notify us;
 - (iv) for BTA, you or the Card Member, your previous and current agents, TMCs, travel providers and any previous and current employees of the aforementioned parties contributed to, or were in any way involved in or benefitted from the theft, loss or misuse (including improper or fraudulent use) of the Card or Account; and/or
 - (v) for BTA, you or the Card Member failed to accurately reconcile your Statements and/or failed to notify us immediately of any suspected fraudulent use of any Card or Account.

By way of example, if you or the Card Member gave away your Card and/or Codes to another person to use or otherwise acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.

- (d) You agree to notify us if any Designated Employee and/or Card Member's authority to incur Charges on your behalf terminates or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a Code, or if a Card or Account is at risk of being misused.
- (e) You are liable to pay us for all Charges incurred from the date a Card Member's authority to incur expenses on your behalf is terminated through to the date we receive notification from you of that termination.
- (f) You will use your best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave your employment for any reason or whose Cards have been cancelled, or on termination of this Agreement.
- (g) You agree to instruct Card Members to submit expense reports covering Card transactions promptly and in any event at least once a month.
- (h) You agree to instruct Card Members that the Card is issued solely for authorised purposes as permitted by your policies and procedures, and promptly report any misuse of the Card or Account to us.
- (i) Wherever your Cards or Accounts are used to purchase Items for Resale, you will be solely liable for all such Charges irrespective of Card Member liability otherwise described in this Agreement and even if you have not notified us of your intention to purchase Items for Resale.

6. Account Limits

- (a) We reserve the right at our sole discretion to establish Account Limits for any Account and/or jointly in connection with other accounts or arrangements that you or your Affiliates may have with us or our Affiliates. We may, at our sole discretion, change any Account Limit. We will inform you prior to or simultaneously with the establishment of, or change to, an Account Limit.
- (b) You agree to regularly monitor and manage your Account, including but not limited to implementing internal policies and procedures to control Card Member spending, to ensure Account Limits are not exceeded.
- (c) Upon request, you must promptly provide us with copies of your financial information and other information about your business that is reasonably necessary for us or our Affiliates to assess our financial risk and comply with our legal obligations. We may use and share such information with our Affiliates.
- (d) We may require you to provide us with security in order to avoid having an Account Limit established or decreased, or to enable an increase to an Account Limit.
- (e) For the avoidance of doubt, you and/or the Card Member remain liable for all Charges as set out in this Agreement, including Charges incurred in excess of the Account Limit.

7. Communications with You

- (a) We may provide Statements, notices, disclosures and other communications to you in connection with the Programme ("Communications") by post, e-mail or online channels where those have been selected by you.
- (b) We may communicate with you through a Designated Employee, which you accept is a valid Communication from us to you. You authorise any Designated Employee to act on your behalf for all matters relating to this Agreement and we are entitled to rely on any directions, consents and information received from them. We may communicate with a Card Member through a Designated Employee, in which case you shall ensure that communications from or to a Card Member are forwarded immediately to us or the relevant Card Member respectively.

- (c) You must keep us currently advised of yours, any Designated Employees, and/or Card Members names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications. If we have been unable to deliver any Communication or a Communication has been returned after attempting to send it via an address or phone number previously advised to us, we will consider you in material breach of this Agreement and we may stop attempting to send Communications to you until we receive accurate contact information.
- (d) All electronic Communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if you do not access the Communication on that day.
- (e) If you do not receive a Statement in any month, or cannot access Statements via the Online Service you shall be liable to make payment within 21 days of incurring the Charges or earlier if requested by us.
- (f) You must inform us of any changes to other information previously provided to us. You must give us any additional information and support documentation relevant to the Programme or any Card Member Account that we request or as required by applicable law. We may charge an additional annual administration fee where any billing address is outside New Zealand.
- (g) You will be deemed to have received any notice we give you under this Agreement seven (7) days after we send it, unless you receive it earlier.
- (h) Notices required under this Agreement to be delivered to American Express shall be delivered to the address - American Express International (NZ) Inc, Customer Service, Global Commercial Services, P O Box 4005 Shortland Street, Auckland, 1140.

8. Problems with Bills or Purchases

- (a) You are responsible for confirming the correctness of your monthly Statement and, if you notify us immediately of a disputed Charge we will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but you must pay us for all other Charges. If, at your request, we agree to charge back a seller of goods or services, you agree to indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.
- (b) Unless required by law, we are not responsible for goods or services obtained with the Card or Account, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (c) You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the police in relation to your claim of Unauthorised Charges.
- (d) You may authorise a Merchant to bill Recurring Charges to your Card or Account. To avoid potential disruption of Recurring Charges or the provision of goods or services, in the case of a replacement Card or cancelled Card it is always your responsibility to contact the Merchant and provide replacement Card or Account information or alternate payment arrangements. You and/or the Card Member will be liable for Recurring Charges incurred on a cancelled Card or Account. To stop Recurring Charges, you must have the right to do so by law or under your arrangement with the Merchant and you must advise the Merchant in writing or in another way permitted by the Merchant.
- (e) If we agree to place any limits or restrictions on the type of Charges incurred on any Card or Account, we are obliged only to use reasonable efforts to apply such limits or restrictions and this does not affect your liability for any Charges. We are unable to block or prevent Charges at certain Merchants, including but not limited to Merchants who do not process Charges via electronic terminals or who have provided us with a description of their own activities, which may be incomplete or inaccurate. In classifying Merchants in our system or records, we are entitled to rely on any description of their own activities provided by such Merchants.

9. Lost/stolen Cards and misuse of Accounts

- (a) You must ensure that we are informed immediately by telephone at 0800 722 333 (or such other number advised by us to you or to Card Members from time to time) if:
 - (i) a Card is lost or stolen;
 - (ii) a mobile device through which your Card may be used is lost or stolen;
 - (iii) a replacement Card has not been received by the Card Member;
 - (iv) someone else learns a Code;
 - (v) there is suspicion that a Card or Account is being misused or a transaction is unauthorised; or
 - (vi) there is suspicion that a transaction has been processed incorrectly.
- (b) You agree to cooperate with us in our efforts to control fraudulent use of any Card or Account, including but not limited to providing us with any declarations, affidavits and/or copies of any official police reports, as reasonably requested. You agree that we may provide information to the relevant governmental authorities concerning the activities of you, a Designated Employee and/or Card Member under the Programme.

10. Online Service

- (a) You must ensure that access to the Online Service is restricted only to Designated Employees whom you see fit to have access and that such persons access the Online Service only via our web site as notified to you from time to time, using the assigned user ID and password ("Security Information"). You must implement and exercise reasonable measures and controls to ensure that only such persons access the Online Service.
- (b) You are responsible for obtaining and maintaining your own compatible computer system, software and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software, equipment or communication line costs.
- (c) If, at any time, whether before or after this Agreement comes into effect, American Express introduces or has introduced any third party software provider to the Company, the Company acknowledges and agrees that American Express makes no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party. Moreover, the Company acknowledges and agrees that American Express shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be to the provider of the software.
- (d) The Security Information is confidential to the respective Designated Employee. You must ensure that the Security Information is not shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Service by you, your Designated Employee or anyone else, nor for disclosure of confidential information by us where you have failed to maintain the security of the Security Information.
- (e) We may terminate, withdraw, modify or suspend the use of the Online Service at any time. Except where security requires it or in circumstances beyond our control, or in the event of fraud or your breach of these terms of use for the Online Service, we will give you prior notice of our withdrawal or suspension of the Online Service in accordance with the "Changes to this Agreement" clause of this Agreement.
- (f) Whilst we will make commercially reasonable efforts to notify you each time a Statement is posted, you are responsible for regularly retrieving your Statement for each billing period.
- (g) You agree that access to the Online Service is subject to the website terms of use as displayed on the American Express website.

11. Suspension

We may immediately suspend a Card or Account if we suspect unauthorised or fraudulent use, or if we believe the Account or Card may not be paid in full and on time and/or for other related reasons. In such cases, this Agreement will continue, and you and/or the Card Member will remain responsible for all authorised Charges incurred on the Card or Account. We may also require you to provide us with security in order to avoid suspension of any Card or Account.

12. Charges made in Foreign Currencies

- (a) For each Charge submitted to us in a currency other than New Zealand Dollars (a 'Foreign Charge'), on the day we process the Foreign Charge we will:
 - (i) convert it to US Dollars first (unless it was submitted to us in US Dollars);
 - (ii) convert the US Dollar amount into New Zealand Dollars; and
 - (iii) apply a single non-refundable currency conversion fee to the New Zealand Dollar amount of the Foreign Charge.
- (b) We will use exchange rates selected from customary industry sources on the week day prior to the day we process the Foreign Charge, unless required by law or as a matter of local custom or convention to use a specific rate (in which case we will look to be consistent with that custom or convention). The exchange rate we use may be higher or lower than the exchange rate available on the day you make the Foreign Charge. Exchange rate fluctuations can be significant. The American Express Exchange Rate is set daily between Monday and Friday, except 1 January and 25 December. Changes in the rate will be applied immediately and without notice to you.
- (c) When making a Charge in a foreign currency you may have the choice to allow a third party to convert the Charge into New Zealand Dollars at the point of sale. You should check the third party fees and charges before completing the Charge. If you choose this option, then that third party will:
 - (i) determine the exchange rate and any commission or fees payable for the currency conversion; and
 - (ii) submit that Charge to us in New Zealand Dollars, meaning we will not convert the Charge or apply a currency conversion fee.
- (d) Any refund transactions are processed at the date of the refund and you acknowledge that the refund amount may not be the same as the Charge. The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because:
 - (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge;
 - (ii) any currency conversion fee charged on the original purchase is not refunded. We do not, however, charge an additional currency conversion fee on the refunded amount; and
 - (iii) where third parties convert foreign currency Charges into New Zealand Dollars, those third parties may also apply a different conversion rate to any refund.

13. Fees and other Charges

- (a) Fees and Charges applicable to a Card or Account are described in the attached Fee Schedule and will appear as Charges on the Card or Account.
- (b) Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service.
- (c) We may also charge fees to a Card or Account for services that we provide to Card Members that are not covered in the Card Member Agreement, for example (and by way of illustration only) fees for participating in the Membership Rewards programme.
- (d) We reserve the right to make changes to the attached Fee Schedule as provided under the clause "Changes to this Agreement".
- (e) If we receive from you a direct debit or other payment instrument which is not honoured in full, you agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, except as prohibited by law. The amount payable is set out in the attached Fee Schedule.

14. Late payment charges

- (a) If you do not pay your Account in full upon receipt or by the due date as set out in the monthly Statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that late payment charges may be incurred as follows:
 - (i) If you do not pay the full closing balance by the due date on your monthly Statement, the unpaid balance will be identified as an 'Overdue' amount.
 - (ii) Late payment charges will be incurred on any overdue amount which is identified in a Statement and will be billed in that Statement, except for BTA which will be billed in the next Statement.
 - (iii) An overdue amount may include any unpaid late payment charges billed on previous Statements.
 - (iv) The amount payable is set out in the attached Fee Schedule.

15. Term And Termination

- (a) The initial term of this Agreement starts on the date it is signed by you and, subject to (b) and (c), shall continue in force until and unless terminated by either party giving the other 3 months notice.
- (b) Either party may terminate this Agreement or an Account immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or voluntary administration, or if it ceases to carry on business in New Zealand.
- (c) We may also terminate this Agreement or an Account immediately by notice in the event of your material breach of this or any other agreement between us or with any of our Affiliates, or in the event that we deem levels of fraud or credit risk on any Card or Account to be unacceptable to us.
- (d) If this Agreement is terminated for any reason, we shall suspend the Account and all Cards. You must pay us immediately for all outstanding Charges and any other amounts you owe us on any Card or Account or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only cancel an Account after you have paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a cancelled or suspended Account.
- (e) You agree to indemnify us for all reasonable costs incurred in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- (f) We reserve the right at our sole discretion to cancel or suspend any Card or Account in accordance with the Card Member Agreement without notice to you.
- (g) You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal or cancellation of a Card that has been requested by you.

16. Changes to this Agreement

- (a) We may change the terms of this Agreement at any time by giving thirty (30) days' prior notice to you. We will consider you to have accepted the notified changes if you or Card Members keep or use their Account or Card thereafter.
- (b) We may change the Card Member Agreement in accordance with its terms and we will notify you accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the "Liability" clause of this Agreement.

17. 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 and evaluation of the Programme or as otherwise expressly provided in this Agreement or agreed in writing between the parties.
- (b) The parties shall treat this Agreement as confidential and may not disclose any of its contents to any third party without the other party's prior written consent, or unless legally required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- (c) We may name your Company as an American Express customer for public relations and marketing purposes.
- (d) This provision shall survive the termination of this Agreement.

18. Limitation of Liability

- (a) Notwithstanding any other provision in this Agreement, in no event shall we, our direct or indirect subsidiaries, controlled affiliates, agents, employees or representatives be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this Agreement.

- (b) Except where required by law, we will not be responsible or liable to you for any loss or damage arising in relation to:
 - (i) delay or failure by a Merchant to accept the Card or Account, the imposition by a Merchant of conditions on the use of the Card or Account or the manner of a Merchant's acceptance or non-acceptance of the Card or Account;
 - (ii) goods and/or services purchased with the Card or Account, or their delivery or non-delivery;
 - (iii) use of the Card in a machine that dispenses goods, services or cash or other means of payment;
 - (iv) our declining to authorise any Card or Account transaction, including our action to revoke or suspend Card privileges on any Card or Account; or
 - (v) any information provided via the Online Service not being available or inaccurately displayed for any reason, including due to your email address having changed or being invalid, systems failure or interruptions in the communications systems.

19. Force Majeure

Neither party nor American Express's third party suppliers and licensors will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their reasonable control including, without limitation, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft; acts of terror; or labour disputes or strikes. This provision survives termination of this Agreement.

20. Assignment of this Agreement

- (a) We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party and you consent to this without us having to notify you.
- (b) If we do so, or intend to do so, we may give information about you and the Account, including confidential information about you, the Account or this Agreement, to the relevant third party or Affiliate.
- (c) You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

21. Applicable Law and Jurisdiction

- (a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement are governed by the laws of New Zealand.
- (b) The courts of New Zealand will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relation to this Agreement and you agree that New Zealand is the appropriate jurisdiction for the determination of any dispute.

22. Account Information and Data Protection

- (a) Notwithstanding the terms of the "Confidentiality" provision, you understand and agree that we will process, analyse and use information about you and the use of Cards and the Account and may combine that information with information from other sources, for example in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise Charges and prevent fraud.
- (b) We will keep all information about you, Designated Employees and/or Card Members only for so long as is appropriate for the purposes of this Agreement or as required by law.
- (c) We may disclose information about you, Designated Employees and/or Card Members to the extent necessary to evaluate and operate the Programme, to computerised reservation systems, brokers, underwriters, data aggregators, suppliers of goods and services and/or our Affiliates (and their appointed representatives and licensees), and receive such information from these parties for evaluation and operation by us of the Programme.
- (d) We may disclose information about you, Designated Employees and/or Card Members use of the Programme to our bank or other payment service providers or payment systems selected by us to the extent necessary to permit the invoicing and payment for the Programme.
- (e) We may, in accordance with local law, monitor and/or record telephone calls to or from you, either by ourselves or by reputable organisations selected by us.
- (f) For the purposes of this clause information includes, in respect of individuals, personal information. Personal information means information (i) that could reasonably identify the individual to whom such information pertains, such as name, specific address and/or telephone number, or (ii) that can be used to authenticate that individual, such as passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers. We will use commercially reasonable efforts to inform Designated Employees and/or Card Members regarding our use of their personal information. Upon a Designated Employee or Card Member's request, we will also provide them with information we hold about them. If requested by us, you agree to instruct Designated Employees and/or Card Members to update, once a year, their profile information held by us.
- (g) You agree that in order to service your Account we may transfer information including personal information confidentially to our Affiliates and other organisations which issue or service American Express Cards. You also agree that we may transfer personal information to other countries for processing and servicing and that we may disclose personal information to third parties who provide services to us, subject to appropriate conditions of confidentiality. You agree that we may use any personal information for marketing purposes. If you do not wish us to use your personal information for marketing purposes, please call us on 0800 722 333.

- (h) You agree that we may provide personal information to any organisation which is a Co-brand partner whose name, logo or trademark appears on your application for the Card or Account or on the Card issued to you for marketing, planning, product development, research and management information purposes.
- (i) You must obtain the unambiguous and informed consent of all Designated Employees to the use of their information except where these persons have already provided their consent directly to us, for example under the Card Member Agreement. Where you have provided us with information about individuals, you will also ensure they are aware of their ability to access that information and to advise if it is inaccurate.
- (j) The contact details of our Privacy Officer are: The Privacy Officer, American Express International (NZ) Inc, PO Box 4005, Shortland Street, Auckland, 1140

23. Set-Off

We shall be entitled to deduct and offset any amounts we or our Affiliates owe to you, from or against any amounts you or any of your Affiliates owe to us or any of our Affiliates under this or any other agreement.

24. Subrogation

If a Merchant or supplier does not provide you with the goods or services charged to the Card or Account, we may at our discretion credit the Card or Account for the amount charged. If we do so, you hereby appoint us your attorney to pursue any right you may have against the supplier in your name but at our cost including but not limited to, voting and proving in any insolvency, administration or commencing any proceedings against the supplier. You agree to assign to us on demand any such rights.

25. Exchange Control, tax and legal requirements

- (a) You must comply with exchange control, tax laws and any other laws governing the use of your Account or Cards, and you agree to indemnify us against any consequence of your failure to comply.
- (b) Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. We may charge to your Card or Account the full amount or a reasonable part of that tax, duty, or other charge (as determined by us) except as prohibited by law.
- (c) The following provisions shall apply in relation to taxes:
 - (i) Taxes are defined to include but are not limited to Goods and Services Tax (GST), Value-Added Tax (VAT) and all other taxes and duties levied or assessed in connection with a supply made under this Agreement.
 - (ii) Taxes that are payable under this clause are due at the same time as any amount payable under the Agreement is due.
 - (iii) If any payment under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the amount of any input tax credit the other party is entitled to claim is deducted from that payment;
 - (iv) Where amounts payable under this Agreement are in respect of a taxable supply, the parties will agree to issue a tax invoice in respect of the supply;
- (d) In the event that any of such fees payable to us are subject to withholding taxes you shall withhold and pay over the required amounts to the tax authorities within the time provided by law, and you will deduct the amount of any such withholding taxes from the fees to be paid to us and shall furnish to us within thirty (30) days thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.
- (e) Each Party shall otherwise be responsible for its own taxes arising in connection with this Agreement.
- (f) We may provide you with reports, management information and/or data feeds for your Account in our standard format. We do not represent or guarantee that you can rely on such reports or information being accurate or complete for the purpose of complying with your tax or other legal obligations or for any other purpose.

26. Third Parties

This Agreement shall be for the benefit of and binding upon both us and you and our and your respective successors and assigns and no other party.

27. No Waiver

If we fail to exercise or partially exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

28. Severability

- (a) If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified 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.
- (b) Modifications under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

29. Entire Agreement

- (a) These terms and conditions for American Express Global Commercial Services and any related Account Applications constitute the entire Agreement between us and you regarding Commercial Card Services and all prior representations, agreements and understandings are hereby excluded.

- (b) Where this Agreement is entered into pursuant to a broader master agreement between you (or any of your Affiliates) and us (or any of our Affiliates) covering the issuance of American Express Global Commercial Services by us or any of our Affiliates in countries other than New Zealand, this Agreement shall take precedence in respect of any Programme provided in New Zealand, to the event of any inconsistency between this Agreement and that master agreement.

B: Business Travel Account

'Account User': In the case of a BTA, this term means an individual authorised by you to make travel reservations and thereby incur Charges on an Account.

Where you have selected a BTA in the Account Application, the following clauses also apply:

- (a) **Account Users**
You must designate in writing Account Users. You are responsible for notifying the TMC of any changes to that list. We shall be entitled to rely upon the accuracy of this or any updated version of this list provided an update is received from you on your letterhead and signed by an authorised officer. We shall also be entitled to hold you responsible for all Charges incurred on the BTA by such authorised individuals or individuals who reasonably appear to be such Account Users.
- (b) **Changing TMC**
If you cease using the services of your TMC, you may either:
 - (i) request the BTA be closed. Any outstanding amounts on this BTA will require immediate payment. Subject to approval by American Express, you may apply for a BTA for use at your new TMC; or
 - (ii) change your designated TMC by notifying us in the form and manner specified by American Express. From the Statement period following such notification, your BTA Statement will contain data submitted by the new TMC.
- (c) **Use of the BTA**
 - (i) Once your request for a BTA has been approved by American Express, we will provide you with a BTA number, and you agree that we may provide your BTA number to your nominated TMC if requested by you. We will not issue plastic cards to you or any Account Users for BTA.
 - (ii) The TMC will accept Charges from your Account Users and bill them to your BTA. The TMC will prepare appropriate Record of Charge forms ('ROC') showing the BTA number quoted by you.
 - (iii) You agree that the BTA will be used for air travel purposes only and in accordance with your policies and procedures.
 - (iv) Cash advances cannot be charged to the BTA.
 - (v) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your BTA, as appropriate.
 - (vi) You agree to be bound by the normal terms and conditions governing the booking of air travel at any TMC. This shall include, but is not limited to the obligation to pay applicable cancellation fees. With respect to the handling of the BTA or of any Charge, the BTA conditions take precedence.
 - (vii) You acknowledge that where TMCs submit Charges to your BTA, certain data may not be captured in your BTA Statement. You agree that you may not withhold payment in such instances because of the absence of such data.

C: American Express @ Work™

This section C applies where Company has requested for use of @ Work online programme management and reporting services ("@ Work Services"):

(a) Authorised Users

For the purposes of this section, "American Express" also refers to American Express Travel Related Services Company, Inc. Use of the @ Work Services is restricted to those authorised users designated by Company during the implementation of their @ Work Services including the Master Programme Administrator and any Programme Administrator(s) ("Authorised Users"). Company understands that the designation of, and restricting access to, Authorised Users is part of the security of their overall @ Work Services data and agrees that Company shall not substitute or replace any Authorised User, or add any additional Authorised User(s), except upon notice to and with the assistance of the applicable @ Work Services Support Team or Master Programme Administrator whose responsibility it is to provide for these services. Company shall ensure that all Authorised Users comply with the terms and conditions in this section. In addition to any other limitation of liability set out in this Agreement, American Express will not be liable for any loss or damage (including but not limited to consequential loss) incurred by Company or its current or former Employees by any acts or omissions of any Authorised Users of @ Work Services, including losses associated with the Authorised User's failure to obtain any appropriate consent or approval, or any fraudulent action(s) of Authorised User(s), Company or its Employees.

(b) Master Programme Administrator

The Master Programme Administrator is authorised by Company to act on its behalf with respect to the American Express Account(s), and American Express may rely on all written and oral directions and information that it receives from the Master Programme Administrator. The Master Programme Administrator shall, on the terms set out in this Agreement:

- (i) Use @ Work Services to maintain Account(s) and access reports;

- (ii) Use @ Work Services to approve @ Work, Apply For Card, Membership Rewards, Corporate Online Payments and Report recipient permissions to other Programme Administrators or Authorised Signatories within Company;
- (iii) Use @ Work Services to Add New or Edit existing Programme Administrators or Authorised Signatories within Company;
- (iv) Encourage Employees to use American Express' online @ Work tool. Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable law, to allow the Master Programme Administrator to:

- (a) manage, and take any action with respect to, the American Express Account(s); and
- (b) access personally identifiable information of the Employees of Company and/or any other related entity participating in American Express' Commercial Card Services or Programme(s) while managing the American Express Account(s), including the transfer of the same by the Master Programme Administrator on a cross-border basis.

(c) Password

Company is responsible for protecting the confidentiality of the User ID(s) and Password(s) assigned to each Authorised User by American Express (collectively, the "Password"). Company shall be responsible for any use of the @ Work Services accessed by a Password, whether authorised or unauthorised. American Express shall not be liable for any loss or damage arising from the use or misuse of any Password.

(d) Licence Rights and Terms

Pursuant to these terms and conditions, American Express hereby grants each Authorised User a limited, non-transferable, non-exclusive licence to permit Authorised Users to access and use the selected @ Work Services for the sole purpose of managing Company's American Express related data and accessing and/or creating reports relating thereto and solely during the term of this licence. American Express shall retain all rights to and in the @ Work Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither Company nor the Authorised Users may download the @ Work Services. Neither Company nor its Authorised Users shall:

- (i) remove any copyright or other proprietary legends from the @ Work Services;
- (ii) sub-licence, lease, rent, assign, transfer or distribute the @ Work Services to any third party;
- (iii) alter, modify, copy, enhance or adapt the @ Work Services;
- (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the @ Work Services with any other software or materials; or
- (v) otherwise create or attempt to create any derivative works from the @ Work Services.

Notwithstanding the foregoing, you may download JAVA Applets as applicable based on the @ Work Services selected and you may download, keep or merge reports generated by you through @ Work Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through @ Work Services. This licence granted in this section shall terminate with respect to each type of @ Work Services selected by Company upon termination of Company's relevant American Express commercial account agreement(s).

(e) Customer Obligations

Company will comply with all applicable laws with respect to the @ Work Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the @ Work Services with content and data for which Company has all necessary rights.

(f) Termination

Either party may terminate this licence for any reason or no reason by giving the other party thirty (30) days prior notice. American Express may immediately terminate this licence upon notice to Company if:

- (i) Company fails to pay any applicable fee when due pursuant to the terms of the Company's relevant American Express commercial account agreement(s);
- (ii) Company or its Authorised Users breach obligations set forth in this section; or
- (iii) Company or its Authorised Users otherwise breach any other terms contained in this Agreement.

Upon the expiration or termination of this licence for any reason, Company shall:

- (i) immediately require that all Authorised Users cease using the @ Work Services;
- (ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and

- (iii) within fifteen (15) days after expiration or termination destroy or return any American Express documentation and confidential information in Company's possession or control to American Express. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Notwithstanding the above, you may download, keep, or merge reports generated by you through the @ Work Services. We retain all proprietary rights to the format and arrangement of any and all reports generated through @ Work Services. All terms relating to an American Express Corporate Card or Corporate Purchasing Card Account Agreement will survive the termination or expiration of this licence.

(g) Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. @ Work Services may experience unanticipated downtime or interruptions.

(h) Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the @ Work Services will meet Company's requirements or that access to the @ Work Services, or the operation of the @ Work Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the @ Work Services will be accurate. @ Work Services are provided "as is" and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim all representations or warranties of any kind, expressed or implied, including, without limitation any implied warranty of Merchant ability, fitness for a particular purpose, title, non-infringement or accuracy.

D: Use of American Express AccessLine™ ("AccessLine")

This section D applies where the Company has been approved as an AccessLine customer of American Express FX International Payments to use its international and domestic payment service with a pre-registered American Express Corporate Card or CPC as the settlement mechanism.

Authorised Users

Use of AccessLine is restricted to those authorised users ("Users") designated by Company during their registration process and the Company must ensure that all Users comply with these terms and conditions. The Company must not substitute or replace any User, or add any additional Users, except upon written notice to American Express.

International Payments are arranged through Centurion Finance Limited. Incorporated with limited liability in Delaware USA.

Principal Place of Business in New Zealand, Jarden House, Level 5, 21 Queen Street, Auckland 1010.

FEE SCHEDULE* – New Zealand (NZD)

Corporate Products	Fees			
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees (figure in brackets denotes number of Cards issued)	Dishonoured or Returned Payments
Corporate Card (Green)	The greater of \$10 or 3% of the outstanding balance	2.5%	(1 – 2) \$50 (3 – 9) \$43 (10 – 19) \$38 (20 – 49) \$33 (50 – 249) \$28 (250 +) \$23	\$15
Corporate Card (Gold)	The greater of \$10 or 3% of the outstanding balance	2.5%	Incremental fee @ \$40 per Card	\$15
Business Travel Account (BTA)	The greater of \$10 or 3% of the outstanding balance	2.5%	\$0	\$15
Corporate Purchasing Card (CPC)	The greater of \$10 or 3% of the outstanding balance.	2.5%	(1 – 2) \$50 (3 – 9) \$43 (10 – 19) \$38 (20 – 49) \$33 (50 – 249) \$28 (250 +) \$23	\$15
Corporate Meeting Card (CMC)	The greater of \$10 or 3% of the outstanding balance	2.5%	(1 – 2) \$50 (3 – 9) \$43 (10 – 19) \$38 (20 – 49) \$33 (50 – 249) \$28 (250 +) \$23	\$15

* Various service related fees may be charged if you elect additional services from us. Any such fees will be disclosed to you at the time of accepting the service.