

Have you obtained Legal Entity Identifier (LEI) from LEIL*?

☐ Yes Please provide the 20 digits LEI number and next renewal date below.

	Next Renewal Date (LEI):			
		DD	MM	YYYY

☐ No We confirm that once our organization registers for Legal Entity Identifier, we will inform LEI along with the next renewal date to American Express immediately.

Is your organization registered as MSME under Micro, Small and Medium Enterprises Development Act, 2006*.

☐ Yes Please share proof of MSME registration certificate and provide MSME category.

☐ Micro ☐ Small ☐ Medium

☐ No We confirm that we will inform American Express immediately if we register our organization as an MSME in the future and furnish a copy of the MSME registration certificate.

Company CKYC Number:

Type of entity*:

(Please select only one)

- | | | |
|--|--|--|
| ☐ Association | ☐ Charity | ☐ Cooperative |
| ☐ Foreign Company | ☐ Foundation | ☐ Hindu Undivided Family |
| ☐ Incorporated | ☐ Limited Partnership | ☐ Non Incorporated |
| ☐ Partnership | ☐ Public Sector/Government Body | ☐ Pvt. Ltd. (Including One Man Company) |
| ☐ Regulated Financial Institution | ☐ Society | ☐ Sole Proprietorship |
| ☐ Stock Listed Company | ☐ Trust | ☐ Self Help Group (SHG) |
| ☐ Public Limited Company | ☐ Unlimited Company | ☐ NGO – Non-Government Organisation |
| ☐ Religious Organisation | ☐ Embassy (Foreign Government body) | ☐ Others _____
(please specify) |

Sub-Entity Type:

(Please select only one)

- | | | |
|---|---|---|
| ☐ Branch Office | ☐ For Profit | ☐ Liasion Office |
| ☐ Listed | ☐ Non-Profit | ☐ Not Listed |
| ☐ Project Office | ☐ With Sleeping Partners | ☐ Without Sleeping Partner |

Industry Type*:

(Please select only one)

- | | | | |
|--|--|--|--|
| ☐ Service | ☐ Manufacturing | ☐ Insurance | ☐ Agriculture/Forestry/ Fishing |
| ☐ Construction | ☐ Finance | ☐ Retail Trade | ☐ Public Administration |
| ☐ Mining | ☐ Transport | ☐ Real Estate | ☐ Wholesale Trade |
| ☐ Communication | ☐ Electricity/Gas | ☐ Non-Clas Establishments _____
(please specify) | ☐ sifiable |

Sub-Industry:

(Please select only one)

AGRICULTURE, FORESTRY & FISHING

- | | | |
|--|--|--|
| ☐ Agri PRD - Livestk/Animal PRD | ☐ Agricultural Services | ☐ Agricultural Production - Crops |
| ☐ Fishing, Hunting, Trapping | ☐ Forestry | |

PUBLIC ADMINISTRATION

☐ Admin Environ Qual,
Housing PGM

☐ Administration Human
RES PGM

☐ Administration of ECON
PRGMS

☐ Executv, Legislative,
GENL Govt

☐ Justice, Public Order,
Safety

☐ National Society &
Internal Affairs

☐ Public Finance, Taxat,
MON POL

RETAIL TRADE

☐ Apparel and Accessory
Stores

☐ Auto Dealers & Gas SVC
Stat

☐ Build Materials, Hardware,
Garden

☐ Eating and Drinking
Places

☐ Food Stores

☐ General Merchandise Stores

☐ Home Furniture, Furnish,
Equip

☐ Miscellaneous Retail

MINING

☐ Coal Mining

☐ Metal Mining

☐ Mining Nonmetallic
Minerals

☐ Oil & Gas Extraction

SERVICES

☐ Amusement And
Recreation SVC

☐ Auto Repair, SVCs, Parking

☐ Business Services

☐ Educational Services

☐ Engineer, Acct, Rsch,
Mgmt SVCs

☐ Health Services

☐ Hotel, Room House, Camps,
Other Lodging

☐ Legal Services

☐ Membership
Organizations

☐ Miscellaneous Repair
Services

☐ Motion Pictures

☐ Museums, Art Gall, Bot/
Zoo Garden

☐ Personal Services

☐ Private Households

☐ Services, Not Class
Elsewhere

☐ Social Services

☐ Equipment Rental & leasing

☐ Private Security, Investigation
(detective), Armoured Car &
Guard services

☐ Repair shops (Blacksmith,
Machinery repair including
farm equip, Gunsmiths)

☐ Gambling establishments,
Bookies, Carnival Operations

☐ Accounting, Auditing and
Bookkeeping

☐ Testing Laboratories

☐ Management consulting
services

CONSTRUCTION

☐ Building Construct - Gnl
Cont

☐ Construction - Special
Trade

☐ Heavy Construct Non-
Building

FINANCE, INSURANCE, REAL EST SVC

☐ Depository Institutions

☐ Holding & Other Offices

☐ Insur Agents,
Brokers, SVC

☐ Insurance Carriers

☐ Nondepository Credit
Instit

☐ Real Estate - Residential

☐ Security & Commodity
Broker

☐ Real Estate - Commercial

☐ Real Estate - Residential &
Commercial

TRANSPORT, COMMUNICATION, ELECTRICITY, GAS, SAN SVC

- | | | |
|---|--|---|
| ☐ Communications | ☐ Electric, Gas & Sanitary SVCs | ☐ Local/Suburban Transit |
| ☐ Motor Freight Transport | ☐ Pipelines, Except Naturl Gas | ☐ Railroad Transportation |
| ☐ Transportation by Air | ☐ Transportation Services | ☐ Post Office and Courier services |
| ☐ Water Transportation | ☐ Travel Agencies | ☐ Tour Operators |
| ☐ Arrangement of passenger transport not covered elsewhere | | |

MANUFACTURING

- | | | |
|---|---|--|
| ☐ Apparel/Oth Finished Prd - Fab | ☐ Chemicals And Allied Product | ☐ Elect/Oth Elec Equip & Compt |
| ☐ Fabricated Metal Prd | ☐ Food And Kindred Products | ☐ Furniture And Fixtures |
| ☐ Indust/Comm Mach & Comp Equi | ☐ Leather And Leather Prod | ☐ Lumber & Wood Prd, Non-Furnitr |
| ☐ Meas/Anal/Cntl Instrumnt | ☐ Misc Manufacturing Industry | ☐ Paper And Allied Products |
| ☐ Petroleum Refining & REL IND | ☐ Primary Metal Industries | ☐ Printing,Publs & Allied PRD |
| ☐ Rubber & Misc Plastic Prod | ☐ Stone, Clay, Glass & Concrete | ☐ Textile Mill Products |
| ☐ Tobacco Products | ☐ Transportation Equipment | ☐ Industrial gases |
| ☐ Drugs, Medicinal and Pharmaceutical preparations / products | ☐ Agricultural chemicals (Nitrogenous & Phosphatic fertilizers | ☐ Steel works, blast furnaces, Coke Ovens and rolling mills |
| ☐ Primary smelting and refining of Nonferrous Metals (including precious metals) | ☐ Ordnance and accessories (small arms, ammo) | ☐ Computer & office equipment |
| ☐ Computer Peripheral equipment | ☐ Household appliances (Washing machines, cookers, etc) | ☐ Communication Equipment |
| ☐ Electronic Components and accessories (circuit boards, electron tubes, resistors, capacitors, etc) | ☐ Surgical, Medical and dental instruments & supplies | ☐ X-ray, tubes and related Irradiation apparatus |
| ☐ Jewellery and items from precious metals | ☐ Narrow Fabric and other Smallware Mills (Cotton, wool, silk and Manmade fibre) | |

WHOLESALE TRADE

- | | |
|---|--|
| ☐ Wholesale Trade - Nondurable Goods | ☐ Wholesale Trade - Durable Goods |
|---|--|

NON-CLASSIFIABLE ESTABLISHMNTS

- ☐ Nonclassifiable Establishments

If subsidiary/brand, name of Parent Company: _____

Address of Parent Company*:

Please provide the Parent Company's address, if you have shared the Parent Company's name above.

City*: _____

State*:

Country*:

Pincode*:

Existing relationship with 'American Express', if any:

☐ Travel Services

☐ Corporate Card/Business Travel Account

☐ Corporate Purchasing Card

☐ Service Establishment

☐ Any other _____
(please specify)

If you have a Corporate Card relationship, please provide your Corporate ID:

Facilities Availed From Other Banks

Total Short Term Borrowing (loans maturing in less than 3 years)

Name of Bank: _____

Name of Bank: _____

Loan Account No.: _____

Loan Account No.: _____

Current Outstanding: _____

Current Outstanding: _____

Interest Rate: _____

Interest Rate: _____

Total Long Term Borrowing (loans maturing in 3 years or more)

Name of Bank: _____

Name of Bank: _____

Loan Account No.: _____

Loan Account No.: _____

Current Outstanding: _____

Current Outstanding: _____

Interest Rate: _____

Interest Rate: _____

Note: Please attach an annexure if additional declarations need to be made.

Principal Bank Account Details

Bank Name : _____

Address: _____

City: _____ Pincode: _____ Telephone No.: _____

Account No.: _____

Documents Required

Please attach copies of the following documents¹, with your application:

1. Copy of the audited Balance Sheet, Trading and Profit & Loss Account (along with schedules) for the last 2 financial years.
2. Copy of the Certificate of Incorporation of the Company (if a partnership firm, attach a copy of the partnership deed with names of all partners/If a LLP, attach a copy of the registered LLP Agreement with names of all partners).
3. Copy of last 6 months Principal Bank Account Statement; RBI Approval form (in case of Liaison Company).
4. Copy of Company's PAN Card/PAN Letter.
5. Articles of Association and Memorandum of Association.
6. Copy of address proof of the Company, e.g. latest bank statement, PAN intimation letter or latest utility bill.
7. List of names of all persons on the Company's Board of Directors/Beneficial owners of the entity on the Company letterhead.
8. Resolution of the Board of Directors to avail of American Express Corporate Cards and identification of those with the authority to operate the account/approve employee names or/and a general Power of Attorney granted to your managers, officers or employees to transact business on the Company's behalf.

¹Additional documents may be requested for and to process your application. Refer to Annexure 1 for documents required to set up the account.

User Information

Please provide the contact details of the person(s) authorised to make booking using the BTA, who when calling to make bookings, shall quote the BTA Account number or another agreed reference for verification purposes. (Please use CAPITAL LETTERS)

Name of Key Contact: _____	Name of Escalation Contact: _____
Designation: _____	Designation: _____
Location: _____	Location: _____
Telephone No.: _____	Telephone No.: _____
E-mail: _____	E-mail: _____

Account Information

Do you need more than one BTA Account? ☐ Yes ☐ NO

If Yes, would you like to receive consolidated reporting for these BTA Accounts?

☐ Yes (You will also need to complete a consolidated reports set-up form) ☐ NO

Travel Agency Information

Name of your Travel Agency: _____

Travel Agent Code: 1 6	Travel Office Code: 1 4 7
Name of Key Contact: _____	Name of Escalation Contact: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
City: _____ Pincode: _____	City: _____ Pincode: _____
Telephone No.: _____	Telephone No.: _____
E-mail: _____	E-mail: _____

Billing & Statement Details

In which cycle would you like to receive your Online Statement?

Cycle: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9

Name: _____

E-mail²: _____

Telephone No.: _____

Address: _____

☐ Yes ☐ No

Yes, please provide your @Work User ID:

If No, please provide Verification Word:

| | | | | | | | | | | | | | | | | |

(Minimum 4, maximum 20 alphanumeric characters (lower case only), No space for special characters)

Verification PIN: (must be 4 numeric characters)

²Please ensure you provide correct e-mail to ensure you receive statement notification e-mail.

Do you wish to use the following fields on the statement? If yes, please list details:

Customer Enhanced field (up to 45 characters):		(For EDF enabled TMCs)_____
Job No. field (up to 20 characters):		(For EDF enabled TMCs)_____
Customer Reference field (up to 20 characters):		(For e.g. Cost Centre)_____
Trip Requisition field (up to 20 characters):		(For e.g. Approval Number)_____

The above named firm, corporation or partnership ("Company") requests that an American Express Business Travel Account ("BTA") be open in the name of the Company. I am the authorised officer and I confirm having read the American Express Business Travel Account Agreement ("Agreement") as below & on the reverse of this Account Opener, for and on behalf of the Company and the Company thus agrees that it will be bound by the Agreement and be liable for charges in accordance with the Agreement.

I/we warrant that all the information provided above is correct and hereby authorize American Express Banking Corp., ("AEBC") and/or its representatives/agents to contact our bankers or any other sources such as, including but not limited to, Credit Information Companies/bureau, Ministry of Corporate Affairs, Registrar of Companies, Income Tax Department, CKYCR any other governmental department/authorities etc., to obtain, collect, record and utilize any information pertaining to the Company, required to complete the application form, its processing and to have the BTA established for periodic refresh and for ongoing monitoring of accounts in future. I/We authorize AEBC to use the information provided in this application and all the information obtained/collected by AEBC in the aforesaid manner and information about the Company Accounts for administrative, operational and marketing purposes. I/We understand that our personal and sensitive information shall be stored, used and shared by AEBC in accordance with its Privacy Policy3.

The Company understands that American Express reserves its absolute right to decline the BTA application.

I/We Authorize American Express and its affiliates to make credit investigations about the Company, Entity, Applicants and Cardmembers, as may be required. American Express may seek information regarding the credit history of the Company or Cardmember from and may furnish information concerning the Account or Cardmember with Banks, Credit bureaus and/or any other source, specifically authorized by RBI in terms of the Credit Information Companies (Regulation) Act, 2005.

I/We understand and acknowledge that in terms of the RBI's Circular on 'Reporting to Central Repository of Information on Large Credits (CRILC) dated May 22, 2014' read with the RBI's Circular on 'Prudential Framework for Resolution of Stressed Assets dated June 07, 2019' and other circulars and notifications in this regard issued by the RBI from time to time, AEBC will report credit information, including classification of an account as Special Mention Accounts (SMA) to CRILC, on all borrowers having aggregate exposure of INR 50 million and above (or any other threshold as specified by RBI from time to time) with AEBC.

I/We accept that the additional factor of authentication is mandated by RBI vide letter DPSS.PD.CO.No.223/02.14.003/2011-12, dated August 4, 2011 and use of such cards for travel related Card Not Present (CNP) transactions without such additional factor of authentication carries security risk and such cards are vulnerable to frauds.

I/We declare and undertake that, in accordance with the requirements of RBI's Master Circular on Wilful Defaulters, the Company shall not induct a person, whose name appears in the List of Wilful Defaulters, on its board or as a person in charge and responsible for the management of the affairs of the Company. Further, in case such a person is found to be on Company's board or as a person in charge and responsible for the management of the affairs, the Company shall take expeditious and effective steps for removal of such a person from the board or from being in charge of its management. I/We also understand and agree that AEBC shall not renew/enhance/provide fresh credit facilities or restructure existing facilities provided to the Company, so long as the name of its promoter and/or the director(s) and/or the person in charge and responsible for the management of the affairs of the entity remains in the List of Wilful Defaulters.

I do hereby solemnly declare that the information provided above is true to the best of my knowledge and belief. I confirm that I am duly authorised by the Company named in this Account Opener and to sign this form on its behalf. By signing below, I certify that I on behalf of the Company agree to all the terms and conditions of the Agreement in this form. I also confirm to have read and received a copy of the Most Important Terms and Conditions (MITC) of the bank.

I/We understand that the supporting documents including but not limited to the identity and address proofs submitted along with the Account Agreement and Set-Up Form/application may not/do not contain my wet signatures; however, I certify that the said supporting documents and the contents thereof are true and accurate as on the date of this Account Agreement and Set-Up Form/application.

I/We undertake and agree to provide any documents as asked for by the Bank at a later stage and certify that any such documents so provided and the contents thereof will be true and accurate as on the date of submission of such documents to the Bank and will be deemed to be true and accurate in all respects even if such supporting documents do not contain my/our wet signatures and submitted by any means as acceptable to the Bank.

I/We understand and agree that pursuant to Section 194 N of the Income Tax Act, 1961, AEBC being a banking entity, is obligated to deduct tax @ 2% on cash withdrawn, exceeding One (1) crore during the previous year, by our corporate Cardmembers from one or more Accounts maintained by us.

I/We agree and acknowledge to promptly provide, information about our finances, creditworthiness and operations, including our most recent certified financial statements upon request.

I/We hereby give specific consent to American Express Banking Corp. ("AEBC") for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from AEBC, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by AEBC, as and when requested by the concerned 'IU'.

Notwithstanding the name of the Company/entity as mentioned or declared by us/me on the Account Agreement and Set-Up Form/application form, AEBC shall have the right to update and record the name of the Company/entity as it appears on any of the KYC documents pertaining to the Company/entity as provided by us/me and the same shall be used by AEBC for the purposes of verification/credit check/communication/ identification/ Account set-up, etc. Further, for the purpose of PAN validation/verification, I/We do hereby authorize AEBC to consider and treat the Company/entity name appearing on the PAN website as the Company's/entity's correct name even if there exists a slight mismatch due to truncation/abbreviation etc., between such name and the Company/entity name as embossed on PAN card and I/We understand that this would be subject to additional checks and validation requirements by AEBC.

I hereby agree and give an explicit consent to American Express that copy of Card member agreement, MITC and signed application form will be sent through electronic mode only. Further I understand that the MITC weblink will be given in the statement of accounts and/or wherever applicable. I can view & download the MITC from the official web page [AmericanExpress.co.in/mitc](https://www.americanexpress.co.in/mitc). I understand that I can call on the number on the back of the Card or as available on website to request for a printed copy of the MITC, Card member agreement and signed application form.

I/We understand and confirm that I will not use my American Express Card(s) for any transactions prohibited by any law or regulation in force from time to time, and that such prohibitions include but not limited to transactions related to lottery, virtual currencies/ cryptocurrencies, sweepstakes, football pools, banned or proscribed magazines, payment related to call-back services of telephones, etc.

I/We hereby request and authorize American Express Banking Corp. ("AEBC") (but you are not obliged to) to accept and act on any/all instructions or communications for any purpose (s) (including but not limited to the operation of all my/our accounts and in respect of any facilities or banking arrangements with AEBC (i.e. non-financial and financial instructions) which may from time to time be or purport to be given (in AEBC's specified format) by telephone/mobile phone, facsimile, untended telexes, telegraph, cable, Extensible Messaging and Presence Protocol (XMPP), email (any reference to an "email" in this Authority and Indemnity shall include any instruction addressed to AEBC which has been attached/annexed to an email as well), or any other electronic channel to be introduced in the future or other form of electronic communication, together hereafter referred to as non face-to-face communication channels, on behalf of us/me without any enquiry on the part of AEBC as to the authority or identity of the person giving or purporting to give such notice, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, instruction or other communication (including those empowered to operate my/our account(s) with you).

I hereby voluntarily submit at my own discretion the physical / e-copy of the document (including proof of possession of Aadhaar number), which contains the details of my identification and/or address and/or any other personal or sensitive personal information, in a format as provided by the issuing authority/ies, to AEBC for the purpose of verifying my identity/address and any other information provided by me in accordance with the extant guidelines. I further voluntarily give my explicit consent to AEBC for collection, processing, storage, verification, authentication of my documents and/or information provided by me as per extant regulations under any Act or law from time to time in force, towards issuance of a Credit Card / for periodic KYC update / to process my instructions etc. for the said purpose in my individual capacity or as an authorized signatory or as a beneficial owner, as the case may be. I understand that this undertaking has been read and understood in conjunction with the American Express® India Online Privacy Statement and hereby declare that all the information voluntarily furnished by me is true, correct, and complete.

I/We understand and agree that in case there is any excess credit balance lying in any of the corporate cards post cancellation of such corporate cards, we have to submit the credit balance refund request with AEBC within 30 days post such cancellation of the corporate cards. I/We hereby request and authorize AEBC to refund/transfer such excess credit balances lying in all such corporate cards issued to employees/designates of the Company, directly to the Company without reference and/or intimation to such Cardmembers/employees/designates of the Company and if the Company fails to initiate the credit balance refund request within 30 days post such cancellation of the corporate cards, subject to the terms of this Agreement, AEBC may proactively effect such excess credit balance refund/transfer directly to the Company, by issuance of a cheque or issuance of a demand draft or by initiating electronic funds transfer in favour of the Company at the end of every quarter (3 calendar months) during the financial year. I/We hereby further agree that in case if Cardmembers (of cancelled corporate cards) make a claim subsequent to the refund by AEBC to the Company, the Company shall reconcile and/or settle such claims/demands/disputes/differences directly with such Cardmembers without reference to AEBC. Further, in consideration that AEBC accepts the aforesaid request and authorization of the Company and has agreed to effect the excess credit balance refunds directly to the Company in the manner as mentioned above, the Company hereby agrees to indemnify, defend and hold AEBC harmless from and against all claims, losses, suits, demands, actions, proceedings and litigation arising out of and/or relating to (i) activities undertaken by AEBC pursuant to the request and authorization as contained herein; and (ii) the acts or omissions of the Company with respect to its obligations as set forth herein.

I/We understand, acknowledge and confirm my/our awareness of the numerous risks inherent and associated in conveying my/our instructions to you via any of the non face-to-face communication channels (including but not limited to damages incurred as a result of interception of any email, failure of any encryption of any attachments/annexure to an email, viruses within the machine/terminal used by me/us or any intermediary or by the Bank, lack of clarity in the instructions and any deficiency or risks associated with the Bank processing a forged/tampered instruction in good faith) and hereby confirm my/our acceptance of all risks and/or deficiencies and unconditionally agree that all risks/deficiencies shall be fully borne by me/us and the Bank will not be liable for any losses or damages arising as a consequence of you acting (without being obliged to) on any instructions/directions by me/us or purporting to be from me/us received by you via any of the non face to face communication channels, provided you have acted in good faith. You may dispose of such written records and erase such tapes after the expiration of such period as you deem fit without intimation to me/us; that you may (without being obliged to) require the above transaction or communication to contain an identification code specified by you from time to time and I/we shall ensure the secrecy and security of such code or test and I/we shall be solely responsible for any improper or unauthorized use of such code or test; c) that you may, if you deem necessary to do so at your absolute discretion, require from me/us confirmation of any of the above instructions or communications in such form as you may specify before acting on the same. I/We understand and agree that AEBC may, at its absolute discretion and without notice to me/us, refuse to act or delay in acting on any of the instructions or communications given via any of the non face-to-face communication channels without any responsibility or liability whatsoever on AEBC's part for any such refusal or delay in so acting. I/We agree that this indemnity covers all existing accounts with the Bank in addition to covering any future accounts which may be opened by the same legal entity/Company with the Bank. I/We, jointly and severally agree to protect, defend, hold harmless, indemnify and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and keep the Bank and its shareholders, directors, officers, representatives, agents and employees fully indemnified of, from and against any and expenses of any kind whatsoever (including legal costs) and whatsoever arising which are imposed or that may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of, or as a result of, or arising directly or indirectly out of the Bank's compliance with my/our request and authorizations/instructions;

That I/We am/are solely responsible for the confidentiality of all information related to my/our account(s), payment instructions, money transfer or any other information which is accessible or which can be copied or stored from any other computer or a similar electronic device. I/We confirm that in case of using the Internet I/We will solely bear the full responsibility of any transactions resulting from my/our use and/or other's un-authorized use and/or misuse of any other party whatsoever that lead directly or indirectly to any loss or damage to me/us or the bank. That I/We will use the Email(s) provided to the Bank when communications and instructions intended to be initiated via emails with the bank. Moreover, I/We agree to receive all incoming correspondences from the bank via this Email(s). Thus, all messages sent in this manner shall be deemed to have been received. That I/We agree to consider all Bank's electronic and phone records as approved, official, conducive, final and binding to me/us, and I/We am/are not authorized to object to them or refute or revoke them before any authority whatsoever. That I/We may not assume receipt by the Bank of any notice, instruction or other communication notice sent by email, fax, untested telexes, telegraph, telephone/mobile phone, cable or any other electronic means or through any electronic channels to be introduced in the future. The Bank reserves the unconditional right to discontinue the availability of this facility to me/us by issuing a one week notice, either in writing or through email, forwarded to me/us at my/our address registered with the Bank or via email. In the event that I/We fail to inform the Bank of any change in my/our composition/management/constitution or authorized signatories, the Bank will continue to provide this facility at my/our sole and absolute responsibility and risk without any liability on its part.

I hereby give an explicit consent to AEBC for collecting/downloading and verifying my details with/from CKYCR registry basis information/details provided. In the case the details provided does not match with CKYCR registry, I shall provide the revised correct information/details with AEBC.

I hereby give an explicit consent to avail the benefits of the complimentary insurance coverage as mentioned in the MITC, if provided with the Card.

I/We understand that my personal details as provided /available in the bank records will be used for Central KYC Registry reporting. I hereby consent to receiving information from Central KYC Registry through SMS/Email on the registered number/email address.

I have read and understood the T&C for use of digital platform as provided by American Express and I hereby provide my express consent and agree to the said T&C. I am aware that Amex follows a global standard of Privacy Principles and in connection to performing KYC under this process, Amex might use services of third parties or affiliates. Where the Bank is required to disclose the personal information to a third party on a need-to-know basis, it will ensure that the third party shall keep the same standards of information/ data security as that of the Bank.

³For details of the American Express Privacy Policy, please log on to <https://www.americanexpress.com/in/content/privacy-statement.html>

⁴Please enclose a copy of your authorisation.

Marketing Preference

Email (Select one of the below):

- ☐ I hereby agree and give an explicit consent to American Express to: (a) receive marketing communications through emails from American Express and (b) share my information with its merchants, co-brand partners and/or affinity groups for marketing purpose. I, however understand that my email address will never be shared with anyone else and I can at any time revoke the consent provided herein by calling the Corporate Servicing helpline.
- ☐ No, I don't agree to receive marketing communications through emails from American Express or for American Express to share my information with its merchants, co-brand partners and/or affinity groups.

Phone - Call and SMS (Select one of the below):

- ☐ I hereby agree and give an explicit consent to American Express to: (a) receive marketing communications through phone (Call & SMS) from American Express and (b) share my information with its merchants, co-brand partners and/or affinity groups for marketing purposes. I, however understand that my phone number will never be shared with anyone else and I can at any time revoke the consent provided herein by calling the Corporate Servicing helpline.
- ☐ No, I don't agree to receive marketing communications through phone (Call & SMS) from American Express or for American Express to share my information with its merchants, co-brand partners and/or affinity groups.

Director's Declaration by client

Are any of the following statements applicable to you?

- i. I/we hereby confirm that the Proprietor / Partner(s) / Officer Bearer(s) of the Firm / LLP / Trust/ Society / Company are director# of AEBC or any other bank*.
- ii. I/we also confirm that I/we am/are relative(s)## / minor or dependent child(ren) of director# of AEBC or any other bank*.
- iii. Further, I/we am/are also interested in capacity of a partner or guarantor of the client, or hold substantial interest** in the client, or am / are a major shareholder*** of the client, or am / are in control^ of the client.

☐ Yes ☐ No

If "YES", please share details as below:

Name: _____ Name: _____

Relationship: _____ Relationship: _____

Bank Name: _____ Bank Name: _____

Name: _____

Relationship: _____

Bank Name: _____

#The term "**Director**" is defined in the Banking Regulation Act, as a member of any board or committee in India constituted by a banking company for the purpose of managing, or for the Purpose of advising it in regard to the management of, all or any of its affairs. This includes Chairmen/Managing Directors of AEBC, any other bank (including Scheduled Co-operative Banks) as well as directors of subsidiaries / trustees of mutual funds / venture capital funds.

*Including directors of Scheduled Co-operative Banks and directors of subsidiaries/trustees of mutual funds/venture capital funds.

**The term "substantial interest" in relation to a company means the holding of a beneficial interest by any individual or his/her spouse or minor child, whether singly or taken together in the shares thereof, the amount paid up on which exceeds five lac of rupees or ten percent of the paid capital of the company, whichever is less.

***The term "major shareholder" shall mean a person holding 10% or more of the paid-up share capital or five crore rupees in paid-up shares, whichever is less.

^The term "control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in another manner.

##The term "relative" means: • Spouse • Father • Mother (including stepmother) • Son (including step-son) • Son's Wife • Daughter (including step-daughter) • Daughter's Husband • Brother (including step-brother) • Brother's wife • Sister (including step-sister) • Sister's husband • Brother (including step-brother) of the spouse • Sister (including step-sister) of the spouse.

Additional Program Administrator/Card Recipient Details (For Central Card Distribution & Central Bill)

City*:

Country*:	
Pincode*:	Telephone No.: (with STD Code)
Mobile No.:	

Does the individual have an @Work User ID? ☐ Yes ☐ No If Yes, please provide the @Work User ID: _____

If No, please provide a Verification Word: _____
(minimum of 4, maximum of 20 alpha-numerical characters (lower case only), no spaces or special characters)

Also, please provide a Verification PIN which would be your day and month of birth:

DD	MM		

You will be prompted to enter the above Verification Word and PIN as authentication when completing your online registration to American Express @Work®.

Current Address Details*

Basis the Officially Valid Documents [OVDs] selected for submission

Address Line 1*:	
Address Line 2:	
Address Line 3:	
	City*:
District*:	
State*:	Pin/Post Code*:
Country*:	
Official Email*:	
Mobile Number*:	Office Number:

All SMS alerts related to the Card account and the KYC will be sent to the registered mobile number provided here.

Permanent Address Details

Address Line 1:	
Address Line 2:	

Address Line 3:		
	City:	
District*:		
State:		Pin/Post Code:
Country:		

Officially Valid Documents (OVD)

1. KYC Documents required* (Please provide any one of the following OVDs)

- a. Passport (first and last page), Driving licence¹, Voter ID Card, Job Card issued by NREGA duly signed by the officer of the State Government, Proof of possession of Aadhaar¹, Letter issued by the National Population Register containing details of name and address.
- b. Document shall be deemed to be OVD even if there is a change in the name subsequent to its issuance provided it is supported by a marriage certificate issued by the State Government or Gazette notification, indicating such a change of name.
- c. In case of foreign nationals – the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address.

Other Documents required#

- a. Recent Passport Size Photograph*

2. Where the OVD furnished by the customer does not have Current address, the following documents shall be deemed to be OVDs for the limited purpose of proof of address:-

- i. utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill);
- ii. property or Municipal tax receipt;
- iii. pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address;
- iv. letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and licence agreements with such employers allotting social accommodation;

3. The customer shall submit OVD with current address within a period of three months of submitting the documents/declaration specified in clause "2" above.

#Subject to Bank's satisfaction. 1Proof of Possession of Aadhaar includes masked Aadhaar copy.

In case any documents are shared and they carry Aadhaar number, please mask the first eight digits of the Aadhaar number while sharing.

^Learner's Driving License is not acceptable. Driving licenses which explicitly mentions that it should not be considered as proof of address will be deemed invalid Address Proof.

AUTHORISED SIGNATORY DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and undertake to promptly notify American Express Banking Corp. (AEBC) of any change in the information, including but not limited to PAN, provided in this declaration. I further confirm that the information provided herein is true and correct to the best of my knowledge and belief and understand that any false, inaccurate or misleading statement made in this application may result in rejection of my application, suspension or closure of my card account relationship and may attract applicable consequences. I agree to indemnify and hold harmless AEBC against any loss or regulatory action arising from any incorrect statement or breach of the undertakings contained herein.

I hereby undertake to submit my OVD of my Current Address if not given along with the application within a period of 3 months from the date of application. Post completion of 3 months, OVD of new Current Address is mandatory.

I hereby agree and understand that in the absence of me submitting OVD of my Current Address within a period of 3 months from the date of this application, AEBC shall be free to proceed with appropriate remedies, which may include but shall not be limited to cancellation of the Card issued to me.

I/We understand that my personal details as provided/available in the bank records will be used for Central KYC Registry reporting. I hereby consent to receiving information from Central KYC Registry through SMS/email on the registered number/email address.

I hereby give an explicit consent to AEBC for collecting/downloading and verifying my details with/from CKYCR registry basis information/details provided. In the case the details provided does not match with CKYCR registry, I shall provide the revised correct information/details to AEBC.

Notwithstanding the name as mentioned or declared by me on the application form, AEBC shall have the right to update and record the name as it appears communication/identification/Account set-up, etc. Further, for the purpose of PAN validation/verification, I do hereby authorize AEBC to consider and treat my name appearing on the PAN website as my correct name even if there exists a slight mismatch due to truncation/abbreviation/use of initials/missing of middle name etc., between such name and my name as embossed on PAN card provided that the name appearing on the PAN website matches with the name appearing on the OVD and I understand that this would be subject to additional checks and validation requirements by AEBC.

I hereby voluntarily submit at my own discretion the physical/e-copy of the document (including proof of possession of Aadhaar number), which contains the details of my identification and/or address and/or any other personal or sensitive personal information, in a format as provided by the issuing authority/ies, to AECB for the purpose of verifying my identity/address and any other information provided by me in accordance with the extant guidelines. I further voluntarily give my explicit consent to AECB for collection, processing, storage, verification, authentication of my documents and/or information provided by me as per extant regulations under any Act or law from time to time in force and further agree to provide such further information or documentation as may be requested by AECB or any competent authority, towards issuance of a Credit Card/for periodic KYC updation/to process my instructions etc. for the said purpose in my individual capacity or as an authorized signatory or as a beneficial owner, as the case may be. I understand that this undertaking has been read and understood in conjunction with the American Express® India Online Privacy Statement and hereby declare that all the information voluntarily furnished by me is true, correct and complete.

Date of application:

DD

MM

YYYY

Signature of Authorised Signatory 1

Authorised Signatory 2

Name*:

First Name

Middle Name

Last Name

Please affix your
recent passport
size photo*

Gender*:

☐

Male

☐

Female

☐

Other

Date of Birth*:

DD

MM

YYYY

Designation:

(Not mandatory)

PAN Number*:

☐

I'm not eligible for PAN*

*Mandatory for all resident individuals

*I hereby declare that I am not eligible to obtain a Permanent Account Number ("PAN") under the Income Tax Act, 2025. I shall promptly inform and furnish PAN details to the American Express Banking Corp. upon becoming eligible and obtaining the same under the applicable laws.

Residential Status*:

☐

Resident Individual

☐

Non-Resident Indian

☐

Foreign National

☐

Person of Indian Origin

Nationality*:

☐

Indian

☐

Others

Company Name (in full)*:

CKYC ID/KIN Number:

Does the individual have an @Work User ID?

☐

Yes

☐

No

If Yes, please provide the @Work User ID:

If No, please provide a Verification Word:

(minimum of 4, maximum of 20 alpha-numerical characters (lower case only), no spaces or special characters)

Also, please provide a Verification PIN which would be your day and month of birth:

DD

MM

Access Required in @Work

☐

Online Program Management

☐

Online Card Applications (GAFC)

☐

Card Application Administrator

☐

Card Application Approver

☐

@Work Reporting – Standard
Templates

☐

@Work Reporting –
Customisable Templates

☐

BTA Reporting and PDF
statements

Current Address Details

Basis the Officially Valid Documents [OVDs] selected for submission

Address Line 1*:		
Address Line 2:		
Address Line 3:		
District*:		City*:
State*:		Pin/Post Code*:
Country*:		
Official Email*:		
Mobile Number*:		Office Number:

All SMS alerts related to the Card account and the KYC will be sent to the registered mobile number provided her

Permanent Address Details

Address Line 1:		
Address Line 2:		
Address Line 3:		
State:		City:
Country:		Pin/Post Code:

Officially Valid Documents (OVD)

1. KYC Documents required (Please provide any one of the following OVDs)

- Passport (firts and last page), Driving licence^, Voter ID Card, Job Card issued by NREGA duly signed by the officer of the State Government, Proof of possession of Aadhaar1, Letter issued by the National Population Register containing details of name and address.
- Document shall be deemed to be OVD even if there is a change in the name subsequent to its issuance provided it is supported by a marriage certificate issued by the State Government or Gazette notification, indicating such a change of name.
- In case of foreign nationals – the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address.

Other Documents required#

- Recent Passport Size Photograph*
2. Where the OVD furnished by the customer does not have Current addr ess, the following documents shall be deemed to be OVDs for the limited purpose of proof of address:-

[illegible]

11

11

11

9

11

☐ N

1

Sub-category:

11

11

11

11

11

e: COBTA

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A horizontal number line with 11 tick marks, labeled from 0 to 10. The line is used for plotting the data points from the frequency table.

A horizontal number line with 15 equally spaced vertical tick marks. The first tick mark on the left is slightly longer than the others. There are no numbers or labels on the line.

A horizontal number line with 15 equally spaced tick marks. The first tick mark on the left is a vertical line extending upwards, serving as the origin. The remaining 14 tick marks are vertical lines extending both upwards and downwards from the horizontal axis. There are no numerical labels on the line.

$$\begin{array}{c} | \\ \hline \text{YYYYY} \end{array}$$

SM Signature

Authorised Signature 1 - Officially Valid Documents (OVD)

1. Any one of the following Officially Valid Documents [OVDs] needs to be submitted.

☐ A- Passport Number:

Expiry Date:
DD MM YYYY

☐ B- Voter ID Card: | | | | | | | | | | | | |

☐ C- Driving Licence: | | | | | | | | | | | | | | |

Expiry Date:
DD MM YYYY

☐ D- NREGA Job Card: _____

☐ E- Proof of Possession of Aadhaar (Please mask first 8 digits of Aadhaar number on the copy)[illegible]

☐ F - Letter issued by the National Population Register containing details of name and address

Authorised Signatory 1 - KYC verification carried out by

SM Code:

--	--	--	--	--	--	--

SM Name:

SM Designation: _____

KYC Verification Branch:

KYC Place of Declaration:

Date of application:
DD MM YYYY

SM Signature

Authorised Signature 2 - Officially Valid Documents (OVD)

1. Any one of the following Officially Valid Documents [OVDs] needs to be submitted.

☐ A- Passport Number:

Expiry Date:
DD MM YYYY

☐ B- Voter ID Card:

☐ C- Driving Licence:

DD MM YYYY

☐ D- NREGA Job Card:

☐ E- Proof of Possession of Aadhaar (Please mask first 8 digits of Aadhaar number on the copy)

☐ F - Letter issued by the National Population Register containing details of name and address

Authorised Signatory 2 - KYC verification carried out by

SM Code:

SM Name:

SM Designation:

KYC Verification Branch:

KYC Place of Declaration:

Date of application:
DD MM YYYY

SM Signature

By signing the American Express Business Travel Account Opener and upon approval of the application by American Express Banking Corp., ("AEBC" or "American Express"), the Company mentioned in this Account Opener ("The Company") agrees to the establishment of an American Express Business Travel Account ("BTA") with American Express, in accordance with the Terms and Conditions stipulated herein. A BTA is a business account which enables the Company to charge scheduled airline, train tickets, local ground transportation, visa fees and taxes on the foregoing in respect of business travel (collectively "Travel Expenses") through its Travel Agent and to be billed for the Charges by American Express.

1. ACCOUNT AND CHARGES

The BTA will be utilised by the Company in the following manner:

- provide the Company with a BTA Account number. American Express will not issue plastic cards on any BTA.
- The Company will reach an agreement with a Travel Agent ("Agent") in India, pursuant to which the Agent agrees to accept and submit directly to American Express, Travel Expenses to be charged to the BTA. Alternately, the Company may designate American Express as their Travel Agent.
- Pursuant to the above, the Company will have to execute an agreement with its Travel Agent. American Express will not be a party to any agreement between the Company and the Agent and American Express shall not modify the terms of any agreement it may have with an air carrier or other party to permit the Company to enter into the agreement contemplated by this sub-paragraph.
- The Agent shall accept Charges for Travel Expenses from the authorised users of the Company and will prepare appropriate Record of Charge forms showing the valid BTA number.
- Upon receipt of Record of Charges, American Express shall debit or shall render periodic statement of charges directly to the Company for such Charges via our Online Service ("the Service"). A statement of charges includes online statements, paper statements, electronic data files and other electronic data.
- It is the Company's responsibility to take the necessary steps to enrol in the Service so that it has access to these statements.
- American Express is not responsible for any mistake, delay, loss, charge or penalty that arises because the Company has not taken steps to enrol in the Service.

2. YOUR LIABILITY FOR CHARGES – SOLE COMPANY LIABILITY

- The Company may designate in writing one or more individuals who are authorised to make requisition for Travel Expenses for the Company. The Company is responsible for notifying the Agent of any changes to that list. American Express shall be entitled to rely on the accuracy of this or an updated version of this list provided an update is received from the Company on Company letterhead and signed by an authorised officer. American Express shall also be entitled to hold the Company responsible for all Charges incurred on the BTA by such authorised individuals or individuals who reasonably appear to be such authorised individuals.
- American Express may charge the Company service charge of ₹150/- in respect of any cheque sent to American Express by the Company which is not honoured for its full amount for any reason whatsoever and in respect of any reference of any amount outstanding from the Company to American Express or to a third party collector.
- Cash advances cannot be charged to the Business Travel Account.
- The Company agrees to be bound by the normal Terms and Conditions governing the booking of travel. This shall include, but not be limited to the obligation to pay applicable cancellation fees.
- The Company must not use the BTA if any winding up proceedings against the Company have been initiated by any Court of competent jurisdiction based on an application made by any person, or if the shareholders of the Company pass a resolution for its liquidation or if the Company has a receiver, receiver and manager, administrator or provisional liquidator appointed over it or any of its assets.
- The Company must not use the BTA if it does not honestly expect to be able to pay its account in full on receipt of its monthly statement.
- The Company expressly accepts all risks of fraud or misuse by an agent, by travellers or by any other person for whom an agent or travel office may accept a charge on the BTA.
- To the extent that any Agent's actions in accepting Charges on a BTA may be inconsistent with the obligations of the Agent or an air carrier, any other party and/or American Express (or any of them), the Agent and/or the Company will accept full liability for such inconsistency, and no Agent, air carrier or other party will be relieved of any liability they may have towards American Express in connection with the acceptance of any such Charge.
- The Company warrants and agrees that the BTA established pursuant to this Agreement will be used exclusively for business travel purposes and not for personal or family purposes of its employees.

- American Express shall not be liable for any act or omission of any air carrier, Agent or other firm providing goods or services including any defect of deficiency in goods or services or any representation made in a Travel Agent or supplier's brochure or advertisements. The Company will handle any claim or dispute directly with such firm and will not withhold payment from American Express on account of any such claim or dispute.
The Company represents and warrants that it is duly authorised to enter into and perform its obligations under this Agreement.

3. PAYMENT OF CHARGES

- All Charges are due for payment in full, on or before the payment due date mentioned on the statement of account. In the event of nonreceipt of monthly statements, all Charges are payable within 30 days of being incurred/requisitioned. The Company unconditionally agrees to pay American Express the full amount of any and all purchases charged to the BTA whether or not either the Company or any of its employees derived any benefit from the purchase, together with all other fees and Charges on or before the payment due date mentioned on the statement.
- The Company agrees to notify American Express in writing of any omission from or error on the statement of account within 21 days of the date of the statement. If the Company fails to do so, the Statement of Account will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the BTA. The process of billing, payments, reconciliation and other service level details are set out separately in the process note which forms a part of these terms & conditions.
- Late Payment Charges
 - If we do not receive full payment of the Charges billed in any monthly statement by the due date, the unpaid balance amount will be identified in the next statement.
 - We shall be entitled to charge a late payment fee, on the unpaid previous balance, which is not paid within 15 days of the date of the statement in which that unpaid previous balance is first identified.
 - American Express may apply a late payment fee, which will be billed in the next statement after that. If this happens, we may also charge late payment fee on all new Charges in the statement where the unpaid previous balance is first identified which remains unpaid by the due date of the statement in which the late payment fee are charged.
 - Unless otherwise agreed by American Express late payment fee shall be charged at the rate of 3.5% plus service tax or ₹100 whichever is higher.
 - Any unpaid balances, which have been previously billed under "previous balance" may themselves be included as Previous Balance in any subsequent statement until paid in full.
- American Express can take such action as it considers necessary for the recovery of unpaid Charges and otherwise to protect its interest in respect of the issue and use of BTA and the Company agrees to indemnify American Express in full against all costs and expenses including legal fees, which American Express incurs in respect of such action.
- All Charges to the BTA shall be payable by the Company in Indian Rupees.
- Applicable Charges on the Account towards annual fees, late payment fees, default and other charges are detailed in the "Most Important Terms & Conditions (MITC)" as amended from time to time which may be read as a part of this Agreement.

4. ONLINE SERVICES AND STATEMENTS

- Online Service means any online service that we make available to the Company in order to review Account Charges.
- Upon successful enrolment to the Service your statement information for the eligible Business Travel Account(s) you have registered will be available to you through online access only, using the user IDs and passwords provided to your statement recipient(s) by us (your "Security Information"). you will stop receiving paper statements for your Business Travel Accounts(s).
- If you do not enrol in the Service you agree that you still remain subject to all of the American Express Business Travel Account Conditions of Use.
- You are responsible for obtaining and maintaining your own compatible computer system, software, and communications lines required by you to properly access the Service. We have no responsibility or liability in respect to your equipment. You are responsible for all telecommunications and similar charges incurred by you in gaining access to and using the Service.
- We are not responsible for any misuse of the Service by you or anyone else nor for any disclosure of confidential information where you have failed to take reasonable precautions to maintain your Security Information.

- f. We may, from time to time, communicate with you and your statement recipient(s) at the email address(es) you provide us. This may include notifications that new Business Travel Account Statements have been posted to the Service.
- g.
 - i. While each time a statement is posted, you are responsible for regularly retrieving your statement for each billing period.
 - ii. You are responsible for telling us if your statement recipients' name or contact details (including email address) change.
 - iii. If you do not receive your notification email you must obtain your account balance either by logging on to your online services, or calling the Customer Service.
 - iv. We will not be responsible in the case the email alert is not received by you for any reason, including due to your email address having changed or being invalid or due to systems failure, interruptions in the communications systems or any other reason outside our control.
 - v. The fact that you have not received an email notification or you have not been able to access your statement online does not constitute an exception to your obligation to pay your Business Travel Account balance on time.
- h. We may alter the facilities available under the Service at any time. Where possible, we will inform you of these changes and any corresponding changes to these terms and conditions.
- i. We may terminate, withdraw or suspend the use of the 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 and conditions, we will give you prior notice.
- j. Your Security Information is confidential to you and must not be shared with any other person or recorded in an insecure location accessible to anyone else.
- k. You agree that access to the Service is subject to the website terms of use as displayed on the American Express website.

5. LIMITATION OF LIABILITY

- a. Subject to applicable law, the Company agrees that if American Express fails to carry out any of its obligations in connection with the BTA or the Company's use of the BTA and, as a direct result, the Company suffers loss or costs, American Express will be liable to the Company for that loss or cost only but not otherwise.
- b. In particular, American Express will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages, which flow from special circumstances. In any event, American Express will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

6. CHANGE OF AGREEMENT

- a. American Express reserves the right to change the BTA Agreement at any time, by giving you at least 30 days prior written notice. American Express shall notify the Company of any changes. The Company shall be bound by these changes unless it notifies American Express in writing that it elects to cancel its BTA.

7. GOVERNING LAW AND ARBITRATION

- a. All matters arising out of this Agreement shall be construed in accordance with and be governed by laws of India. The parties hereto unconditionally agree to submit to the exclusive jurisdiction of the courts in the State of Delhi.
- b. Any dispute, difference and/or claims arising out of or in connection with or in relation to this Agreement/American Express Corporate Cardmember Agreement shall be settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a Sole Arbitrator, whose appointment shall be made at the instance and discretion of the American Express Banking Corp. The Arbitrator so appointed shall be competent to decide any matter or dispute or difference or claims referred to the Arbitrator which fall within the purview of arbitration, as provided for in this clause.
- c. Any arbitration award granted shall be final and binding on the parties. The venue and seat of arbitral tribunal shall be at New Delhi.
- d. This clause 8 shall survive the termination of the Corporate Account/Cardmember Agreement.

8. DISCLOSURE OF CORPORATE CUSTOMER/CORPORATE CARDMEMBER INFORMATION, PURPOSES AND IMPLICATIONS

- a. Being a Scheduled Commercial Bank, American Express Banking Corp., India (AEBC) / (Bank) is legally obligated to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to its corporate customers and/or corporate cardmembers to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the

Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. AEBC hereby informs the corporate customers and/or corporate cardmembers that the Bank shall be reporting Credit Information/ Financial Information (positive and /or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely affect corporate customers' and/or corporate cardmembers' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks / Financial Institutions; (ii) disclose/report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to / from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies, governmental agencies, law enforcement agencies / instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit – India, Directorate of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and any other institutions / authorities established under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws / regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) receive / upload Information and other information including Know Your Customer (KYC) documents / information to / from / with, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). Further, as per extant regulations and business practices, AEBC is required and obligated (on a need basis) to disclose/report/share Credit Information/ Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as mentioned above to (a) its outsourcing service partners; (b) its group/associate/affiliate/subsidiary entities or companies wherein AEBC has tie-up arrangements, for providing various offers, benefits, features and other services/products to its corporate customers and/or corporate cardmembers and/or to maintain and service the corporate customers and/or corporate cardmembers/card operations/back-end operations pertaining to the card business of AEBC; (c) to its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (d) to marketing agencies and/or for marketing purposes provided corporate customers and/or corporate cardmembers have explicitly authorised/permitted AEBC in this regard; (e) to industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, the Bank will provide an advance notice to the corporate customers and/or corporate cardmembers, as the case may be, as required under the extant guidelines / regulations), AEBC shall disclose/ report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the corporate customers and/or corporate cardmembers and in all other instances of disclosure/sharing AEBC shall seek approval from corporate customers and/or corporate cardmembers.

- b. The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explain the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles.
- c. For details of the American Express Privacy Policy and to know how we collect, process & store the information, please log on to: <https://www.americanexpress.com/in/legal-disclosures/privacystatement.html>
- d. Red Flagged Account as defined by RBI is one where suspicion of fraudulent activity is thrown up, alerting / triggering deeper investigation by the bank to detect potential fraud. AEBC shall reserve a right to investigate and conduct audit of accounts classified as "Red Flagged" and issue a show cause notice to you in this regard. You hereby agree to provide full cooperation for such audit. If, based on the material available on record and internal investigation / assessment or the audit report submitted remains inconclusive or is delayed due to non-cooperation by you, AEBC shall conclude on status of the account, as a fraud and report the same to RBI.

9. TERMINATION

- a Both AEBC and the Company may terminate this Agreement any time by providing 30 days prior written notice to the other party.
- b. Upon cancellation of BTA, the Company's outstanding obligation under the terms and conditions of this Agreement shall continue to apply to Charges incurred prior and up to the effective date of cancellation of any Account.
- c. American Express may cancel or suspend the right of the Company to use the BTA any time with or without cause and with or without notice and the Company acknowledges and agrees that American Express shall not be liable to the Company or anyone else for any loss or damage resulting from such cancellation or suspension.
- d. If American Express suspends the BTA, the Company cannot use the Account in any way until such time as arrangements satisfactory to American Express have been made for reinstatement of the BTA.

9.1 At the option of AEBC, and notwithstanding anything contained in any security documents executed by / to be executed by the Company in AEBC's favour, the amount equivalent to all/any Charges incurred on the Corporate Card Facility/Account(s)/principal amount and all/any interest and all other dues/fee thereof and/or all of the obligations of the Company to AEBC hereunder, shall immediately become due and payable, and AEBC shall be entitled to terminate or recall/revoke the entire Corporate Card Facility/Account(s) and/or to enforce its security (if any), upon the happening of any of the following events:

- a) If the Company commits any default in the payment of outstanding dues/principal or interest/dues/fee in relation to Corporate Card Facility/Account(s) to AEBC when due and payable; and/or
- b) If there is any deterioration or impairment of the securities (if any given to AEBC as security for the Corporate Card Facility), whether actual or reasonably anticipated, which causes the securities in the judgment of AEBC to become unsatisfactory as to character or value; and/or
- c) If any attachment, distress, execution or other process against the Company and/or its guarantors, or the securities (if any) is enforced or levied upon; and/or
- d) The death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors or if the Company suspends payment to any creditors or threatens to do so, or filing up of any petition for winding up of the Company; and/or
- e) If the Company goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of AEBC; and/or
- f) If a receiver is appointed in respect of the whole or any part of the property /assets of the Company and/or its guarantor; and/or
- g) If corporate insolvency resolution process, insolvency resolution process, liquidation process, bankruptcy process and/or any other proceedings under the Insolvency and Bankruptcy Code, 2016, (as amended or reenacted from time to time) is initiated by or against the Company; and/or
- h) If an interim resolution professional or resolution professional or liquidator or bankruptcy trustee and/or similar functionary is appointed for the Company and /or any of its guarantor or in respect of the whole or any part of the property /assets of the

Company and /or any of its guarantor under the Insolvency and Bankruptcy Code, 2016, (as amended or reenacted from time to time); and/or i) If the Company ceases or threatens to cease or carry on its Business; and/or

- i) If the Company ceases or threatens to cease or carry on its Business; and/or
- j) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardise or is likely to prejudice, impair, imperil, depreciate or jeopardise any security given by the Company or any part thereof; and/or
- k) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Company to repay the amount equivalent to all/any Charges incurred on the Corporate Card Facility/Account(s)/principal amount and/or all interest and all other dues/fee or any part thereof to AEBC. On the question whether any of the above events/circumstances has occurred/ happened, the decision of AEBC shall be final, conclusive and binding on the Company. Further, upon occurrence of any of the aforementioned events, without prejudice to or affecting or diluting the rights of the AEBC under the Agreement and/or under any security document(s), AEBC may, at any time, with immediate effect by a notice in writing (includes email communication as well) to the Company: (a) terminate/recall/revoke the entire Corporate Card Facility/Account(s), where upon no further utilisation shall be made of the Corporate Card Facility/Account(s) by the Company; and/or (b) declare all monies / amounts due, owing or outstanding (whether or not then otherwise due) under the Corporate Card Facility/Account(s) as being immediately due and payable by the Company to AEBC; and /or (c) immediately enforce the security / security interest created in relation to the Corporate Card Facility/Account(s) in favour of AEBC. The rights, powers and remedies given to the AEBC by this Agreement shall be in addition to all rights powers and remedies given to the AEBC by value of any other security, statute, or rule of law.

10. ASSIGNMENT

- a We may assign any of our rights and/or obligations under this agreement at any time without your consent to our parent, subsidiary or associate company.

11. NOTICES

- a All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this agreement, shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmed answer back, addressed as follows:

**The Manager,
Customer Services,
American Express Banking Corp.
Cyber City, Tower C, DLF Bldg. No. 8, Sector-25
DLF City Phase-II, Gurgaon – 122002, Haryana**

- b. A party may change its notice details by giving notice to the other in accordance with this section.

Key Fact Statement (to be retained by Applicant)

This Key Fact Statement contains important aspects of your Card, such as rate of interest, quantum of charges, and more. Please read this along with the American Express Corporate Cards Most Important Terms & Conditions, which can be found on americanexpress.com/in/legal/most-important-terms-conditions-agreements.html

A) FEES AND CHARGES

Joining Fees and annual membership fees: Joining fee isn't applicable for Corporate Cards. Annual membership fee may be charged every year as mentioned below:

Description of charges*	Standard fees (Amount)
Corporate Card Annual Fee	American Express Platinum Corporate Card = ₹40,000 American Express Gold Corporate Card = ₹3,100 American Express Green Corporate Card = ₹2,100 American Express Corporate Purchasing Card = ₹2,100 American Express Business Travel Account = NIL
Membership Rewards® Fee	NIL (Individual enrolment in the Membership Rewards Programme is subject to company enrolment)

ii) Cash Advance Fee: Standard transaction fee of 3.5% of withdrawal amount.

iii) Service charges levied for transactions

Description of charges*	Standard fees (Amount)
Cheque Return Fee	₹150 per returned instrument
Duplicate Statement Request	₹100 per statement for statements older than 3 months
Record of Charge retrieval fee	₹100 per retrieval
Surcharge on Purchase of Railway Ticket	1.8% per transaction subject to a minimum of ₹10 if booked online (IRCTC)
Surcharge/Convenience Fee on Fuel Purchase	Surcharge/Convenience Fee on Fuel Purchase at fuel stations owned by: - Public Sector (except HPCL) - 1% of transaction amount per transaction subject to a min of ₹10. - Private Sector (Shell, Adani, Essar etc.) - 2.5% of transaction amount per transaction subject to a min of ₹10. - HPCL - 0% for all transaction less than ₹5,000 and 1% of transaction amount for all transactions on and above ₹5,000.
Foreign Currency Transaction	3.5% foreign exchange conversion mark-up
Convenience Fee on payments to Government Receipt Accounting System (GRAS)	For all payments to GRAS through SBI ePay**, the following Convenience Fee will be applicable: American Express will charge: - INR 1 - INR 90,00,000: 0.94% - INR 90,00,001 or above: 0.99% SBI ePay will charge: - INR 1 - INR 90,00,000: 1% - INR 90,00,001 or above: 0.87% (inclusive of taxes)

*Please Note: GST or any other taxes as applicable.

**Please note that American Express and State Bank of India will not be responsible for any dispute(s) on payments made to GRAS through SBI ePay. The Company and/or the Cardmember shall raise and settle all such disputes/issues/concerns directly with GRAS.

- iv) **Interest free (grace) period:** Interest Charges are not applicable for Corporate Cards
Cardmember can enjoy up to maximum of 51 days of free credit period unless otherwise agreed.
Sample Illustration: Transaction date: 2 June, Billing Cycle date: 1st of every month, Payment due date: 22 July, Interest free period = 2 June – 22 July = 51 days.
- v) **Finance charges (for revolving credit & cash advances) and Overdue interest charges (monthly & annual):** Not applicable
- vi) **Charges in case of default:** 3.5% of the outstanding balance, subject to a minimum of INR 100.

B) DRAWAL LIMITS

- i) Credit Limit and available credit limit: Corporate Cardmembers are required to check the credit limits with their Company.
- ii) Cash Withdrawal Limit: Cardmembers may use the Card to withdraw cash from select ATMs overseas, subject to authorization from the Company. Corporate Cardmembers may access INR equivalent to USD 1000 every 15 days or as specified as per Company limits. Please note that the finance charges on cash advances are levied from the very next day.

C) BILLING

- i) **Billing Statements** - periodicity and mode of sending: Monthly statements will be issued if there is any activity or balances outstanding on the Card Account. These statements are sent through email or courier or regular post to Cardmembers, who may also view the statements on americanexpress.co.in
- ii) **Minimum Amount Payable:** Corporate Cardmembers are required to pay the full amount as shown in the Statement of Account by the payment due date.
- iii) **Method of Payment:** Payments can be made in Indian Rupees by the due date via any of these methods: National Electronic Funds Transfer (NEFT), Direct Debit, RUPAY/UPI/UPI QR Code, Crossed Cheque / Draft or Online at americanexpress.co.in
- iv) **Billing Disputes Resolution:** Billing discrepancy/queries to be communicated either in writing or calling our 24-hour Corporate Services Helpline numbers within 60 days of receipt of the statement. Such disputes shall be closed within 30 days of receipt.
- v) **Complete postal address of Card-issuer:** American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No. 8, Sector 25, DLF City Ph II, Gurgaon –122002, Haryana, India
- vi) **Toll free number, email address and contact details of Grievance Redressal Official:**
Should the Cardmember require any assistance, the 24 hours call center of American Express can be contacted at these numbers: 1800-419-1222 (Toll-free) or +91-124-280-1222.

Grievance Redressal Official

First Level Escalation: Manager - Executive Correspondence Unit American Express Banking Corp. Cyber City, Tower C, DLF Bldg. No.8 Sector 25, DLF City Ph II Gurgaon – 122002 (Haryana) Telephone No. 0124-3362172 (Monday to Friday 8:30 am to 5:00 pm) Email: Manager-Customerservicesindia@aexp.com	Second Level Escalation: Ms. Priyameet Kaur Head of Customer Service American Express Banking Corp. Cyber City, Tower C, DLF Bldg. No.8 Sector 25, DLF City Ph II Gurgaon – 122002 (Haryana) Telephone No. 0124-3362044 (Monday to Friday 8:30 am to 5:00 pm) Email: Head-Customerservicesindia@aexp.com
Nodal Office Name: Ms. Garima Chandel E-mail ID: AEBCNodalOfficer@aexp.com Telephone no: 0124-670 2638 (Monday to Friday 8:30 am to 5:00 pm) Address: American Express Banking Corp. Cyber City, Tower "C", DLF Bldg. No.8, Sector - 25, DLF City Phase - II, Gurgaon - 122002 (Haryana)	Principal Nodal Officer: Name: Mr. Ashish Pandey E-mail ID: pnoindia@aexp.com Telephone no: 0124-6702638 (Monday to Friday 8:30 am to 5:00 pm) Address: American Express Banking Corp. Cyber City, Tower "C", DLF Bldg. No.8, Sector - 25, DLF City Phase - II, Gurgaon - 122002 (Haryana)