AMERICAN EXPRESS® CORPORATE CARD

Account Agreement and Set-Up, Sole Liability

Fields marked with '*' are mandatory fields

Company Information

Company Name to appear on the Corporate Card (maximum 24 characters including word space):

Company Name (in full)* :

Doing Business As (DBA Name)* : ☐ Same as Company Name ☐ Other

Registered Address*:

City*:

District*:

State*:

Country*:

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

Corporate Mobile No.*:

Principal Place of Business/Local Address*#:

City*:

District*:

State*:

Country*:

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

Mobile No.*:

☐ **Permanent Account Number* :**
Please submit a copy of PAN

Entity Identification Number*
Company Identification Number (CIN), Foreign Company Identification Number (FCRN), Limited Liability Partnership Identification Number (LLPIN), Foreign Limited Liability Partnership Identification Number (FLLPIN) Applicable for Company and LLP's

GST Number*:
(Please attach GST Registration Certificate)

☐ Exempted from GST
Please share declaration, if exempted.

Date of incorporation: DD MM YYYY

#This address shall be used for all correspondence for this Corporate Account.

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:

No. of Employees: _____ **No. of Business Travelers:** ☐ Under 10 ☐ 10-50 ☐ 50-100 ☐ Above 100

Potential business spends chargeable on Card (includes hotel, airlines, dining, utility expenses, etc.) in ₹: _____

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-Classifiable Establishments _____ (please specify)	

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,Publsh & 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.

Master Program Administrator Details

Mailing details of the Master Program Administrator of the Corporate Card Programme (for correspondence, MIS, etc.)**:**

Name (in full)*: _____ Designation*: _____
(Not mandatory)

Address*:

City*:

State*:

Country*:

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

Mobile No.:

Email*: _____

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®.

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

Documents Required

Please attach copies of the following documents[1], 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.

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

Principal Bank Account Details

Bank Name : _____

Address: _____

City: _____ Pincode: _____ Telephone No.: _____

Account No.: _____

Billing & Payment

Billing Statements to be sent*:

☐ Directly to individual Cardmembers

☐ Centrally to the Corporation *(Bills will be sent to mailing address specified in the Company information section)*

Which cycle would you like to receive the billing statements in*:

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

Annual Fee Central Billing Option *(Annual Fee bill for all Corporate Cards will be sent for payment centrally to one recipient)*:

☐ Yes ☐ No

If Yes, details of the recipient*:

Name: _____ Designation: _____

Address: _____

City: _____ Pincode: _____

Common Anniversary Option for Annual Fee:

☐ Yes ☐ No **If Yes, please specify month (1-12):** _____

Central Card Distribution and Central Bill

Do you wish to avail Central Card Distribution*? ☐ Yes ☐ No

if Yes, Please fill the Additional Program Administrator/Card Recipient Details

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

Name*: _____ Designation*: _____

Address*: _____

_____

_____

_____ City*: _____

State*: _____

Country*: _____

Pincode*: _____ Telephone No.: _____ _____
(with STD Code)

Mobile No.: _____

Email *: _____

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®.

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

Membership Rewards® Enrolment*

Declaration of participation/non participation into the American Express Membership Rewards Programme[2]

☐ Yes, our Company will allow all Corporate Cardmembers under this account to enrol in the Membership Rewards Programme.

☐ No, our Company will not allow Corporate Cardmembers under this account to enrol in the Membership Rewards Programme.

[2] *The enrolment to Membership Rewards Programme is not automatic. Subject to the Terms and Conditions of the Membership Rewards Programme available at americanexpress.com/en-in/business/rewards-savings/membership-rewards/*

Company Authorisation

I/We wish to have an American Express Corporate Card Account(s) established in the name of the Company and I/We agree and accept to be bound by the conditions set out in the agreement overleaf and the American Express Corporate Cardmember Agreement in respect of the Corporate Card(s) issued at our request. Please issue the Corporate Card(s) in the name of the Company and those persons named in the Corporate Card application form(s) duly completed and countersigned by the authorised Corporate Officer(s) of the Company.

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 declare and undertake that the American Express Corporate Card issued to those persons named by the Company, if used overseas shall be utilised strictly in accordance with the relevant Exchange Control Regulations, issued and as amended by the Reserve Bank of India (RBI) from time to time. And in the event of any failure to do so by any of the person named by the Company, the said person shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Corporate Card facility either at your instance or by the RBI.

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/We warrant that all the information provided above is correct and hereby authorise 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 departments/ authorities etc., to obtain, collect, record and utilize any information pertaining to the Company, its officials and about participating employees, required to complete the application form, its processing and to have the Corporate Card Accounts 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 Policy[4].

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 understand that AEBC may obtain additional documentation from individual Cardmembers to comply with requirements by the RBI or any other statutory authority. I/We also understand that AEBC may share credit information with any authorities as may be required by law.

I/We have read and understood the terms and conditions of the agreement, as overleaf and have also received a copy of the Most Important Terms and Conditions (MITC) of the bank.

I/We understand that AEBC, may decline this application. The individual/s signing below on behalf of the Company warrants that he/she are authorised to do so.

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/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, untested 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/We understand and agree that in case ther 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/ tempered 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; o) 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 from 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 keep the Bank and its shareholders, directors, officers, representatives, agents and employees fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind whatsoever (including legal costs) and howsoever 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/We 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/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/We 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.

[4]*For details of the American Express Privacy Policy, please log on to https://www.americanexpress.com/in/content/privacy-statement.html*

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 purposes. 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)/ Trustee(s)/Officer Bearer(s) or Director(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.

Authorised Signatory 1

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)

Residential Status*: ☐ Resident Individual ☐ Other

PAN Number*:

*Mandatory for all resident individuals

Residential Status*: (Other) ☐ Non-Resident Indian ☐ Foreign National ☐ Person of Indian Origin

PAN Number*: or ☐ I'm not eligble for PAN*

*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.

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

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

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:

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 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.
   b. Document shall be deemed to be an 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 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 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 and further agree to provide such further information or documentation as may be requested by AEBC 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)

Residential Status*: ☐ Resident Individual ☐ Other

PAN Number*:

*Mandatory for all resident individuals

Residential Status*: (Other) ☐ Non-Resident Indian ☐ Foreign National ☐ Person of Indian Origin

PAN Number*: or ☐ I'm not eligble for PAN*

*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.

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

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

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:

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:

State:

Pin/Post Code:

Country:

1. **KYC Documents required* (Please provide any one of the following OVDs)**
   a. Passport (first 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 Aadhaar[1]. Letter issued by the National Population Register containing details of name and
   b. address.
   c. Document shall be deemed to be an 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.
   d. 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 specified in clause "2" above.

#Subject to Bank's satisfaction. [1]Proof 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 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 and further agree to provide such further information or documentation as may be requested by AEBC 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 2

Office Use Only

Corporate ID:

Number of Related Persons*:

*Total count of AS & BO along with the entity Application

Loan Type (mandatory):

1. Secured ☐

1.1. Bank Gurantee (BG) ☐

1.2. Institutional Deposit Link Card (IDLC) ☐

Description of Security (BG/IDLC Number):

Asset Type: ☐ Movable ☐ Immovable ☐ Intangible ☐ Not classified

2. Unsecured ☐

Categorization: ☐ H ☐ M ☐ L Sub-category: _____

Market Segment: ☐ GCG ☐ MNC ☐ LM ☐ MM

Classification: ☐ LM Sales ☐ MM Field Sales ☐ MM External Channels ☐ LM ADM ☐ MM ADM

Template Code: COOSL

SM Code: | | | | | | | |

SM Name: | | | | | | |

SM Signature

Authorised Signatory 2 - Officially Valid Documents (OVD)

1. Any one of the following Offically 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)

X X X X X X X X

☐ 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

American Express Corporate Card Account Agreement – Sole Liability

1. DEFINITIONS

Within this agreement, please remember that the expressions:

a. 'We', 'our', 'us' means American Express Banking Corp., (AEBC).
b. The expressions 'you', 'your' means the Company applying for the Account.
c. 'Account' or 'Accounts' mean your American Express Corporate Card Account.
d. 'Corporate Card' and 'Card' means an American Express Corporate Card issued on your Account.
e. 'Company' means the company, firm or organisation whose name appears on this Corporate Card Account Agreement and Set-Up form.
f. 'Corporate Cardmember' and 'Cardmember' means an individual to whom a Corporate Card is issued at your request.
g. 'Charges' means all amounts charged to an Account, regardless of whether a charge form or other charge authorisation is signed, including purchases of goods and services (which you intend to use or resell in the ordinary course of your business), cash advances, late payment fees or liquidated damages and any other fees or charges. We reserve the right to change this definition at our discretion from time to time, so as to exclude or restrict specific items or types of Charges. Such changes may be made to Corporate Card Accounts generally or in relation to particularly Accounts such as your own.
h. 'Cardmember Agreement' means the agreement between us and he Cardmember governing use of a Card and liability for charges.
i. 'Credit Limit' means any credit limit, which we established or charge for your Account from time to time.
j. Master Program Administrator means a person notified to us by the Company as its central administrator for the Program and also has access to @Work Services.

k. Additional Program Administrator a person notified to us by the Company as an additional administrator for the Program and also has access to @Work services.
l. 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.

2. ACCOUNT AND CARDS

We will issue Corporate Cards on your Account bearing your name and those of your designated employees.

2.1 We reserve the right to:
a. Require each prospective Corporate Cardmember to complete our application for the Card;
b. Require a minimum income for Corporate Cardmembers in accordance with our usual risk management criteria;
c. Carry out credit checks on you and/or Corporate Cardmembers, subject to applicable legal requirements. This includes, but is not limited to, obtaining credit reports from credit reporting agencies;
d. Decline to issue, renew or replace a Card to any person;
e. Cancel or suspend the use of a Card at any time either generally or in relation to a particular transaction;
f. We reserve the right to impose a Credit Limit on your Account at any time by giving you a notice. We are also entitled to change the Credit Limit at any time by notifying you of a higher or lower Credit Limit at our discretion. You understand that we reserve the right to decline Charges in excess of your Credit Limit.

2.2 We shall renew and replace Cards, subject to 2.1 above, until you or the Cardmember directs otherwise.

2.3 You agree to provide us on request from time to time copies of your financial statements and other information about your business and your payments on the Account. We reserve the right to require you to provide us with a guarantee or security from time to time, as a condition of continuing to permit you to incur any Charges.

3. CORPORATE CARD ACCOUNT

3.1 By signing the American Express Corporate Card Account Agreement and upon approval of the application by American Express Banking Corp., the Company mentioned in this Account Opener agrees to the establishment of an American Express Corporate Card Account ("Account") with American Express Banking Corp, in accordance with the Terms and Conditions stipulated herein.

3.2 The American Express Corporate Card ("Card") would enable the Company to charge the expenses on the Card as per its permissible business requirements.

3.3 The Company agrees that the Card Account is a charge Card wherein there would be no prefixed spending limit and charges would be approved basis spend pattern and financials of the Company and in accordance with AEBC internal risk assessment.

4. SOLE COMPANY LIABILITY FOR CHARGES

4.1 All amounts charged to the Cards, including, without limitation, purchases of goods or services, the annual Card fees, late payment charges, or other fees, are called "Charges" in this agreement.

4.2 The Company is solely liable for charges to the account as a result of use of the Corporate Card issued to the Company. The Company expressly accepts all risks of fraud or misuse on the Card by any agent, or by any traveler, or employee or any other third party and the Company will not be relieved of any liability they may have towards AEBC in connection with the acceptance of any such Charge.

4.3 AEBC 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 by any merchant The Company will handle any claim or dispute directly with such firm/merchant and will not withhold payment from AEBC on account of any such claim or dispute.

4.4 AEBC, will send to the Company monthly statement of all charges to the Corporate Card Account(s) made by the use of the Corporate Cards. All such statements shall be settled in accordance with the conditions of the Corporate Cardmember Agreement.

4.5 Company's liability for charges to the Corporate Card Account shall in no way be affected by the dispatch of the monthly statement of charges to the Corporate Cardmember whether in accordance with its directions or not.

4.6 The Company agrees to notify AEBC, immediately of change in its billing address.

4.7 The Company must notify AEBC immediately if an Account User's authority to incur Charges on the Company's behalf terminates (due to termination of employment or any other reason) and the effective date or expected date of termination. The Company shall remain liable to pay AEBC for all Charges incurred until receipt of notice of such termination by AEBC. The Company shall use its best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave the employment for any reason or whose Cards have been cancelled. The Company must notify AEBC as soon as it becomes aware or has reason to suspect that a Card is lost or stolen or if a Card or Account is at risk of being isused.

5. PAYMENT OF CHARGES

5.1 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 21 days of being incurred. The Company unconditionally agrees to pay AEBC the full amount of any and all purchases charged to the Card 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 or before if demanded by AEBC.

5.2 AEBC 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 the Card and the Company agrees to indemnify AEBC in full against all costs and expenses including legal fees, which AEBC incurs in respect of such action.

5.3 You agree not to deduct or withhold, without our prior approval, any amount shown as due on any Account statement. If you believe any Charge shown on a statement is in error or in dispute with the merchant or seller, you may request, and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed portion of the Charge while we investigate the error or you seek to resolve the dispute.

5.4 All Charges to the Card shall be payable by the Company in Indian Rupees.

5.5 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.

6. ONLINE SERVICES AND STATEMENTS

6.1 Online Service means any online service that we make available to the Company in order to review Account Charges.

6.2 Upon successful enrolment to the Service your statement information for the eligible Card 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 Card Accounts(s).

6.3 If you do not enroll in the Service you agree that you still remain subject to all of the AEBC Card Account Conditions of Use.

6.4 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.

6.5 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.

6.6 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 Card Account Statements have been posted to the Service.

6.7 a. 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.
b. You are responsible for telling us if your statement recipients' name or contact details (including email address) change.
c. If you do not receive your notification e-mail you must obtain your account balance either by logging on to your online services, or calling the Customer Service.
d. 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.
e. 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 Card Account balance on time.

6.8 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.

6.9 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.

6.10 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.

6.11 You agree that access to the Service is subject to the website terms of use as displayed on the AEBC website.

7. CHARGES MADE IN FOREIGN CURRENCY

7. 1 If the Company allows the use of the Corporate Card for permissible foreign exchange charges , the Company agrees to comply with all the prevalent Exchange Control rules, regulations, guidelines and amendments thereto issued by the Reserve Bank of India ("RBI") from time to time. The Corporate Card is a globally valid Card and is not valid for payments in foreign exchange at merchant locations in Nepal and Bhutan and such payments will be charged in Indian Rupees to the Company.

7.2 All Foreign Currency Charges, Cash and Cheque withdrawals shall be converted into Indian Rupees on the date overseas American Express treasury system processes the charge. Non-U.S. Dollar charges shall be converted through U.S. Dollars, by converting the charge amount into U.S. Dollars and then by converting that U.S. Dollar amount into Indian Rupees. U.S. Dollar charges shall be converted directly into Indian Rupees.

7.3 Unless a specific rate is required by law, the overseas American Express treasury system shall use conversion rates based on interbank rates selected by it from customary industry sources on the business day prior to the processing date, increased by a Currency Conversion Factor assessment of 3.5%. Any charges converted by third parties prior to being submitted to AEBC shall be at rates selected by them.

8. CANCELLATION OR SUSPENSION OF CARDS

8.1 AEBC may revoke the Corporate Card Account(s) or any Corporate Card(s) or suspend the charge privileges at its absolute discretion, with or without cause and without any liability whatsoever. AEBC, will notify the Company when it suspends or cancels the charge privileges on any Card issued to the Company.

8.2 The Company may instruct AEBC, to cancel the Card/charge privileges issued to any Account User at any time with or without cause and without prior notice. The Company agrees to notify AEBC, in writing immediately of the termination or expected termination of any Account User's employment or other connection with the

Company and the effective date of termination. Upon the ancellation of the Account User's charge privileges for any reason, the Company will promptly notify the Account User of the cancellation and will use its best efforts to obtain the cancelled Card, if applicable from the Account User and return the Card, cut in half, to AEBC.

8.3 The Company shall remain liable for all charges incurred on the Card/Account after the Account is revoked/cancelled. The Company agrees to indemnify AEBC against any losses, damages or liability incurred by AEBC, arising out of any claim made against AEBC, for the cancellation of any Card/Account User charge privileges on the Company's instructions. No notification of employment termination or instruction to cancel a Card/Account Charge Privileges by the Company shall be valid unless given in writing against acknowledgment.

8.4 AEBC shall renew and replace Cards, subject to 8.1 above, until the Company or the Account User directs otherwise.

9. LIMITATION OF LIABILITY

Subject to applicable law, the Company agrees that if American Express fails to carry out any of its obligations in connection with the Card Account or the Company's use of the Card 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. 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.

10. CHANGE OF AGREEMENT

10.1 As specified in the Corporate Card Agreement, AEBC, reserves the right to change any terms and conditions at any time, and shall notify the Company of any changes. AEBC, also reserves the right to amend these conditions upon at least 15 days prior written notice to the Company. In either case, the Company shall be bound by the amendment if it permits the use or retention of any Card on the Account after the effective date of the change.

10.2 If the Company wishes to cancel the Account because of an amendment to these conditions or for any other reason, the Company shall use its best efforts to obtain all Card/s, if applicable, issued on the Account, cut them in half and return all parts to AEBC.

11. PROGRAM ADMINISTRATOR

11.1 You agree to designate your employees as Master Program Administrator and Additional Program Administrator to assist us in operating your Account and Cards. We are entitled to rely on direction, consents and information from your Authorized Signatory/Master Program Administrator/Additional Program Administrator/Program Administrators/Authorized Users.

11.2 This Master Program Administrator will be the central point of contact for American Express program management within the Company and:

(i) is authorised by the Company to maintain and enquire on American Express Account(s);

(ii) is the first point of contact if authorisation is required for certain maintenance requests;

(iii) will oversee all other employees with permissions to transact on behalf of their Card programs in @Work; and

(iv) subject to the terms set out in this Agreement, will have default access and will be authorised to approve or edit @Work Program Management, Apply for Card, Corporate Online Payments and Reporting permissions to other employees within the company.

The Program Administrator and Additional Program Administrator will be the central point of contact for American Express program management within the Company and:

(i) is authorised by the Company to maintain and enquire on American Express Account(s);

(ii) is the first point of contact if authorisation is required for certain maintenance requests;

(iii) can request for @work access and will be authorised to @Work Program Management, Apply for Card, Corporate Online Payments and Reporting.

12. GOVERNING LAW AND JURISDICTION

12.1 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.

12.2 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.

12.3 Any arbitration award granted shall be final and binding on the parties. The venue and seat of arbitral tribunal shall be at New Delhi.

12.4 This clause 12 shall survive the termination of the Corporate Account/ Cardmember Agreement.

13. DISCLOSURE OF CORPORATE CUSTOMER/CORPORATE ARDMEMBER INFORMATION, PURPOSES AND IMPLICATIONS

13.1 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 ot the aforesaid instutions 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 tei-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.

13.2 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 explains 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.

13.3 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/privacy-statement.html

13.4 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.

14. TERMINATION

14.1 Both AEBC, and the Company may terminate this Agreement at any time by providing 30 days prior written notice to the other party. We are also entitled to immediately terminate this Agreement if:

a. We do not receive payment in full on the due date of all Charges on your Account.

b. You are insolvent or become subject to any action or procedure normally associated with insolvency, including but not limited to if you fail to pay your debts when due or if an administrator or receiver is appointed over your business.

c. A change occurs in your business or financial condition, which, in our reasonable opinion, may have a material adverse effect on your ability to comply with your obligations to pay us for Charges.

14.2 Termination of this agreement will constitute cancellation of all the Corporate Cards on the account. The terms and conditions of this agreement will continue to apply to charges incurred before the cancellation of any account.

14.3 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
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), whereupon 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.

15. FULL AGREEMENT

15.1 The conditions of this Agreement have to be read in conjunction with the American Express Corporate Cardmember agreement, which is printed on the reverse of the Corporate Card carrier and the Most Important Terms and Conditions.

16. ASSIGNMENT

16.1 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.

17. NOTICES

17.1 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

17.2 A party may change its notice details by giving notice to the other in accordance with this Section.

American Express @Work® Terms and Conditions

The Authorised Signatory, Authorised Officer, Decision Maker, Master Program Administrator, Additional Program Administrator, Program Administrator, Authorized User, User ("You"), on behalf of the legal entity who holds the corporate account(s) with American Express ("Company"), authorises the individual(s) listed in this application to be added as a new @Work user, or have the individual's User access varied, as set out in this application. A reference below to the "Agreement" is a reference to the American Express Global Corporate Payments Agreement completed by the Company and/or Corporate Account Agreement(s) executed by the Company when applying for the American Express Corporate account(s). Capitalised terms used below, unless defined below, have the meaning set out in the Agreement. Should there be any inconsistency between these terms and conditions and those in the Agreement, these terms and conditions shall prevail. By submitting this application, you, on behalf of the Company, acknowledge and agree to the following terms and conditions.

Authorised Users

For the purposes of this Terms & Conditions, "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 Authorised Signatory, the Master Program Administrator, Additional Program Administrator and any Program 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 Program Administrator whose responsibility it is to provide for these services. Company shall ensure that all Authorised Users comply with these Terms & Conditions. In addition to any other limitation of liability set out in the 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. Company understands and accepts that American Express shall be authorised to treat all actions, instructions and communications of the Master Program Administrator, Additional Program Administrator, Program Administrator, Authorised Signatory, Authorised Officer/User, and/or Report Recipient (including access keys set up by any of the Authorised Users as properly authorised by Company and binding upon Company even if fraudulent, incomplete, inaccurate, or made in error. Company is responsible for protecting the access keys and shall be responsible for any card applications made using the access key, whether authorised or unauthorised. American Express will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which Company may suffer or incur because of American Express acting upon or relying on such actions, instructions and/or communications.

b) Master Program Administrator

The Master Program 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 Program Administrator.

The Master Program Administrator shall, on the terms set out in the Agreement:

(i) Use @Work Services to maintain Account(s) and access reports;
(ii) Use @Work Services to approve @Work access, Apply for Card, Corporate Online Payments and Report Recipient permissions to other Additional Program Administrators /Program Administrators or Authorised Signatories within Company;
(iii) Use @Work Services to Add New or Edit existing Additional Program Administrators/Program Administrators (addition of new Authorised Signatories may require further documentation) within Company; and
(iv) Encourage Authorised Users/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 Authorised Signatory, Master Program Administrator, Additional Program Administrator to:

(i) manage, and take any action with respect to, the American Express Account(s); and

(ii) access personally identifiable information of the Employees of Company and/or any other related entity participating in American Express' Commercial Card Services or Program(s) while managing the American Express Account(s), including the transfer of the same by the Authorised Signatory or Master Program 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 or any other user authorised by the Company (collectively "User") by American Express (collectively, the "Password"). Company shall be responsible for any use of the American Express @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 User a limited, non-transferable, non-exclusive licence to permit Users to access and use the selected American Express @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 the Agreement. American Express shall retain all rights to and in the American Express @Work Services, including, but not limited to, patents, copyrights, trademarks, trade secrets, and other proprietary rights. Neither Company nor its Users shall:

(i) remove any copyright or other proprietary legends from the American Express @Work Services;

(ii) sub-licence, lease, rent, assign, transfer or distribute the American Express @Work Services to any third party;

(iii) alter, modify, copy, enhance or adapt the American Express @Work Services;

(iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the American Express @Work Services with any other software or materials; or

(v) otherwise create or attempt to create any derivative works from the American Express @Work Services.

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

(e) Customer Obligations

Company will comply with all applicable laws with respect to the American Express @Work Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the American Express @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 written notice. American Express may immediately terminate this licence upon written 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 Corporate Account Agreement(s);

(ii) Company or its Users breach obligations set out in this Terms & Conditions; or

(iii) Company or its Users otherwise breach any other terms contained in the Agreement.

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

(i) immediately require that all Users cease using the American Express @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 that Company and its Users 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 American Express @Work Services. We retain all proprietary rights to the format and arrangement of any and all reports generated through American Express @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. American Express @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 American Express @Work Services will meet Company's requirements or that access to the American Express @Work Services, or the operation of the American Express @Work Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the American Express @Work Services will be accurate. American Express @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.

American Express Banking Corp., Incorporated in the USA.® Registered trademark of American Express Company.