

THE BUSINESS TRAVEL ACCOUNT AGREEMENT

This document sets out the terms and conditions for the American Express® Business Travel Account to our corporate customers in the Middle East and North Africa (“Programme”). Where these terms and conditions refer to a specific Programme, they apply if You already participate in the Programme subject to the “Changes to this Agreement” section of this Agreement (Section A, clause 30) or they apply from the time You enroll in the Programme (for enrolment see Section A, clause 1 (b)). Words appearing with a capital letter have the meaning given in Schedule 1.

A. GENERAL TERMS

1. Opening Accounts and Issuing Cards

- a. Following approval of the Programme Application Form(s) completed by You we will set up and operate a Master Account in your name and, if applicable, set up an Account(s) and issue Cards.
- b. To enrol in the Programme You will need to provide a duly completed and signed Programme Application Form. Each form must be countersigned by You. All relevant Application Forms including appendices will be provided by us following approval of your Programme Application Form.
- c. You must ensure that all Account Users and any other person engaged by You in activities under the Agreement comply with the Agreement relevant to the Programme in which You participate. d. We may:
 - i) contact credit reference agencies about You. Credit reference agencies may retain records of any credit checks. These may be used by us in making credit decisions about You to assess financial risk in your participation in the Programme;
 - ii) require You to provide us with copies of financial and other information about your business (for example annual financial statements and balance sheets) that we reasonably require to assess your creditworthiness and our financial risk in your participation in the Programme and comply with applicable law. We may use and share this information with our Affiliates to the extent necessary to operate the Programme;
 - iii) require You to provide us with additional information and support documentation relevant to the Programme, any Master Account or Account or as required by applicable law;
 - iv) require You to provide us with security such as a parent company guarantee or bank guarantee in order to establish a Master Account, Account or to continue providing the Programme;
 - v) decline to open an Account or Master Account at our discretion, for example, we may decline to open a Master Account or Account due to failed identification in accordance with money laundering regulations or failure in an assessment of creditworthiness;
 - vi) analyse information about Account Users and Charges for the purpose of authorising Charges and preventing fraud; and
 - vii) change any Application Forms or Account opening procedures at any time including additional or different procedures for internet based applications in accordance with Section A, clause 30.

2. Use of Cards and Accounts

- a. You must ensure that the Master Account, Accounts, Account details, Cards, Card details, and Codes are used by Account Users only in accordance with this Agreement.
- b. You must ensure that Cards and Accounts are only used for your business purposes and that You instruct Account Users accordingly. We are not responsible for ensuring compliance with your instructions or policies and procedures for the use of Cards and Accounts or purchases made with Cards.
- c. You must take precautions to ensure that Cards, Card details, Accounts, Account details, Security Information and Codes are kept safe and confidential by persons authorised to use them and take reasonable measures to prevent any other person accessing or using the Card, Card details, Accounts, Account details, Security Information and Codes and instruct Account Users to do so. You must implement reasonable controls, measures and functionalities to assist in preventing or controlling misuse of Cards (examples of which are contained in the Specific Terms). This includes but is not limited to, adopting and enforcing policies and procedures to limit and control the use of Cards and Card details. You must also regularly monitor use of the Cards.
- d. Cards may not be used to purchase goods and services for resale

(“Items for Resale”) without our written consent, which may, at our sole discretion, be granted if: i) You tell us in writing that You wish to use the Card to purchase Items for Resale; ii) You accept sole liability for all Charges for Items for Resale;

- e. You must tell us immediately in writing when an Account User or Authorised Approver or the Programme Administrator notifies You of their intention to leave your employment, ceases its association with You for whatever reason or is no longer authorised by You to participate in a Programme for any reason and provide details of the actual or expected date of the event.
- f. If the full exact amount of the transaction (other than a Corporate Card transaction) is not specified at the time You or an Account User authorises the Charge, You will remain liable for the full amount of the resulting Charge.

3. Prohibited Uses

You must ensure that Account Users do not:

- i) disclose any Card details or Codes to any person other than to consent to a transaction (except for the telephone code established for use on an Account which may be provided to us by telephone);
- ii) allow another person to use the Card or Codes for any reason;
- iii) return goods or services obtained using a Card for a cash refund. If permitted by the Merchant, goods or services charged to a Card may be returned to the Merchant for credit to that Card;
- iv) use Cards to obtain cash from a Merchant for a Charge recorded as a purchase;
- v) obtain a credit to an Account except by way of a refund for goods or services previously purchased on the Account;
- vi) use the Card if You are insolvent, wound up, if an administrator or administrative receiver has been appointed or it is subject to any other form of insolvency procedure;
- vii) use a Card which has been reported to us as lost or stolen unless we otherwise confirm that You may resume use of the Card or Account;
- viii) use a Card after it has been suspended or cancelled, after the Account expires or after the valid thru date shown on the front of the Card;
- ix) use the Card for any purpose other than the purchase of goods and/or services (or cash withdrawals, if applicable);
- x) transfer a credit balance from another account with us to pay off the Account; and
- xi) use the Card to purchase anything from a Merchant that You or any third party related to You have any ownership interest in, where such ownership interest does not include shares quoted on a recognised stock exchange.

4. Liability for Charges

Unless otherwise provided in this Agreement (for example in the “Liability for Unauthorised Charges”

section (Section A, clause 11)), You are liable to us for all Charges incurred under the Programme.

5. Account Limits

- a. We reserve the right to set an Account Limit at the time of the conclusion of the Agreement which is applicable to the Master Account or the aggregate of all or a subset of Accounts. This means that the maximum amount that can be outstanding at any time on the Master Account and/or such Accounts shall not exceed the Account Limit.
- b. We may impose or change Account Limits at any time. We will notify You either prior to or at the same time as any introduction of or change to an Account Limit.
- c. You agree to manage the Master Account in a way which ensures that Account Limits are not exceeded but will remain responsible for all Charges even where the Account Limit is exceeded.
- d. You shall inform Account Users of any Account Limits agreed with us and that we may refuse Charges in the event that the Account Limit is exceeded.
- e. You shall regularly monitor and administer the Master Account. In particular, You shall set up internal guidelines and procedures to monitor

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the expenditure of Account Users in order to ensure that the Charges established with the Card do not exceed the Account Limit

6. Charge Approval

We may require transactions on any Account to be approved by us before they are accepted by a Merchant, Travel Booking Provider or Travel Service Provider. We may decline a transaction due to technical difficulties, security concerns, fraud or suspected fraud including unusual spending behaviour, your breach of contract or an increased possibility of nonpayment, even if the Account Limit has not been exceeded. The Account User will be notified of any refusal by the Merchant, through the terminal or website on which the Card is used. Where possible, we will provide or make available to You at your request our reasons for any refusal for approval and let You know if there is anything You can do to rectify any factual errors that led to the refusal. You may contact us on (+971) 4 4492290, or via our website, www.americanexpress.ae.

7. Statements and Queries

- a. Statements will normally be provided or made available to You in the manner set out in Section B in respect of each billing period (intervals of approximately one (1) month). Statements will only be provided or made available if there has been activity under the relevant Programme in the respective billing period.
- b. Statements for all Cards will normally be provided or made available to You only.
- c. Unless we agree otherwise, Statements will be made available for Business Travel Account Programme through the Online Service;
- d. You must ensure that Statements are reviewed for accuracy and completeness. You must inform us immediately if You or an Account User has a query about any Charge or other amount appearing in a Statement or any credit missing from the Statement. If we request, You must promptly provide us with written confirmation of a query and any information we may reasonably require that relates to the query.
- e. You must settle each Statement in full in accordance with the payment terms applicable to the Programme(s) in which You participate as set out in this Agreement (Section A, clause 15 and Section B in respect of the relevant Programme(s)).
- f. Claims in respect of unauthorised or incorrectly executed Charges or missing credits in a Statement will be excluded and can no longer be raised by You after a period of one (1) month from the Statement date. This shall not apply if you were prevented from meeting the one month notice period through no fault of your own. For the avoidance of doubt, You must settle any Charges in respect of which You have raised a query. If we determine that your query is valid, we will apply a credit to the relevant Account. Credits will appear on your Statement.
- g. If You fail to receive or access a Statement for any reason whatsoever, this shall not affect your obligation to make payment in accordance with the terms of this Agreement (Section A, clause 15 and Section B in respect of the relevant Programme(s)). You must contact us to obtain the relevant payment information by alternative means if You are unable to access or have not received a Statement.

8. Disputes with Merchants

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

9. Management Information Reports

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

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

- a. You must tell us immediately if You believe or suspect that a transaction is unauthorised or has not been processed correctly or if a Card has been misappropriated, lost, stolen, not received, misused, or has been otherwise compromised in any way as follows:
 - i) Call (+971) 4 4492290 for Business Travel Account; or

- ii) to such other email address or telephone number that we tell You. You shall also instruct the Account Users to promptly do so.

- b. You agree to provide us with all reasonable assistance to control fraudulent and unauthorised use of Cards, including but not limited to providing us with any information, declarations, affidavits, copies of any official police reports and/or other evidence in your possession or control that we may reasonably request. You agree that we may disclose details about your and Account Users activities under the Programme to any relevant governmental authorities.
- c. If You query a Charge or part thereof, we will place a temporary credit on a Master Account or Account in the amount of the queried Charge or part thereof while we investigate. If we determine that the queried Charge was authorised or that You are otherwise responsible for the queried Charge we will reverse the credit applied to the Account.
- d. If You have any complaints about your Master Account, Account or the service you have received from us, please contact our Customer Relations Department at (+971) 4 4492290.

11. Liability for Unauthorised Charges

You will not be liable for Charges where (i) they are not authorised by an Account User or by You; (ii) You provide evidence that the Charge was not authorised; and (iii) You have raised a query with us in accordance with the "Statements and Queries" section of this Agreement (Section A, clause 7) unless:

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

12. Suspension of Cards and Accounts

- a. We may immediately stop or suspend You or an Account User from using any Card, Master Account or Account, and suspend the services linked to a Card, on reasonable grounds related to: (i) the security of the Card Account; (ii) if we suspect unauthorised and/or fraudulent use based on, for example, a finding of suspicious transactions upon analysis of transaction data and loss events or in the event credit institutions or the police inform us of fraud cases or data breaches at third parties which may have compromised Account data or there is information that data has been tapped; or (iii) a significantly increased risk that You may not be able to pay us any amounts due under this Agreement in full and on time. In these cases we may notify You before we stop or suspend use or immediately afterwards. We will, where possible, tell You the reasons for our decision. Please refer to the "Communications with You and the Programme Administrator" section of this Agreement (Section A, clause 20) for details of how we will tell You.
- b. For the avoidance of doubt, the Agreement will continue in effect notwithstanding the suspension of any Card or Account, and subject to the «Liability for Charges» section of this Agreement (Section A, clause 4) You will be responsible for all Charges as set out in this Agreement and for complying with the terms and conditions of this Agreement.
- c. We will remove the suspension on the Card or Account when the reasons for the suspension have ceased to exist. You may tell us by telephone, using the telephone number listed on our website www.americanexpress.ae, or other contact information set out in the "Unauthorised Charges/Lost and Stolen or Otherwise Missing Cards, Misuse of an Account, Queries" section of this Agreement (Section A, clause 10) when You believe the reasons for the suspension have ceased to exist.

13. Use of Online Services

- a. You must ensure that access to the Online Services is restricted to the Programme Administrator(s) and any Account Users You reasonably consider require access. You must ensure that these individuals only access the Online Service via our web site, www.americanexpress.ae, using the assigned Security Information.
- b. We may introduce fees and additional terms of use relating to the Online Service or make changes to terms in accordance with Section A, clause 30 of this Agreement.
- c. You are responsible for obtaining and maintaining your own compatible

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computer system, software, and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software or equipment.

- d. You are responsible for all telecommunications and similar charges incurred by You in accessing and using the Online Service.
- e. We will not be responsible for any misuse of the Online Service by You, your Programme Administrator(s), Account Users or anyone else, nor for disclosure of confidential information by us through the Online Services where You, the Programme Administrator or any Account User has disclosed the Security Information for any reason.
- f. We may terminate or suspend the use of an Online Service at any time. We will give You prior notice of any withdrawal or suspension of the Online Service in accordance with the "Changes" section of this Agreement (Section A, clause 30) except: (i) in circumstances beyond our control; (ii) in the event of suspicion of unauthorised use or breach of the terms of use for an Online Service; or (iii) for security reasons.
- g. We will not be responsible if any information to be made available via the Online Service is not available or is inaccurately displayed due to systems failure, interruptions in the communications systems or other reasons outside of our control.

14. Charges in a Foreign Currency

- a. If an Account User makes a Charge in a currency other than the Billing Currency, that Charge will be converted into the Billing Currency. The conversion will take place on the date the Charge is processed by us, which may not be the same date on which the Charge was made as it depends on when the Charge was submitted to us.
- b. Unless a specific rate is required by applicable law, You understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date (the "American Express Exchange Rate").
- c. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates set by such third parties and may include a commission selected by them. In such cases, we will consider the transaction as a Billing Currency transaction and accept the conversion performed by the third party without charging a conversion fee. You may however be liable for a conversion fee charged by the third party. Please ask them for details of any fees they apply.
- d. The American Express Exchange Rate is set daily. Any changes in the American Express Exchange Rate will be applied immediately and without notice. The rate charged is not necessarily the rate available on the date of the transaction as the rate applicable is determined by the date on which the Merchant, Travel Booking Provider or ATM operator submits a Charge to us which may not be the date on which the transaction is authorised. Fluctuations can be significant.

15. Payment

- a. All Charges shown on a Statement are due and payable to us in full in the Billing Currency of the respective Account on the date set out on your monthly Statement. Failure to pay on time and in full is a material breach of this Agreement.
- b. If we accept a payment made in any other currency than the Billing Currency, the currency conversion will delay the credit to the relevant Account and may involve the charging of currency conversion fees in accordance with the "Charges in a Foreign Currency" section of this Agreement (Section A, clause 14).
- c. Charges may be payable for late payments in accordance with the Specific Terms.
- d. Unless otherwise agreed with You, we will collect payment in full of all amounts due to us under this Agreement by way of direct debit from your designated bank account on or after the payment due date. You must execute any documents and take any action required to set up a direct debit mandate. You must ensure that adequate funds are available in the bank or payment account designated in the direct debit mandate to enable payment in full to us of all amounts due to us under this Agreement when they become due and payable. If You wish to terminate a direct debit mandate You must obtain our written consent.
- e. Payments will be credited to the relevant Account when received,

cleared and processed by us. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date.

- f. Acceptance of late payments, partial payments or any payment marked as being payments in full or as being a settlement of a dispute will not affect or vary any of our rights under this Agreement or under applicable law to payment in full.
- g. We do not pay any interest on positive balances on an Account.

16. Recurring Charges

- a. In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Travel Booking Provider in the case of a Card being cancelled, You or the Account User may wish to contact the Travel Booking Provider and make alternate payment arrangements.
- b. Recurring Charges may be charged to a Replacement Card without notice to You in which case You are responsible for any such Recurring Charges but please note that we do not provide Replacement Card information (such as Card number and Card expiry date) to all Travel Booking Providers.
- c. To stop Recurring Charges being billed to a Card, You, may wish to advise the Travel Booking Provider in writing or in another way permitted by the Travel Booking Provider.

17. Insurance

For certain Programmes, You and Cardmembers may benefit from insurance taken out by us with third party insurance providers. The continuing provision, scope and terms of the insurance benefits may be changed or cancelled by us or the third party insurance provider at any time during the term of this Agreement. We will give You at least sixty (60) days advance notice of any detrimental changes to or cancellation of the insurance benefits.

18. Confidentiality

- a. All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance of the respective Programme(s) or as otherwise expressly provided in this Agreement or agreed between us in writing.
- b. Any confidential information may be used by either party for any purpose or disclosed to any person to the extent that it is public knowledge at the time of disclosure through no fault of the receiving party or to the extent that the disclosing party is required to disclose the confidential information pursuant to unambiguous requirements of applicable law or a legally binding order of a court or governmental or other authority or regulatory body.
- c. Each party shall treat this Agreement as confidential and must not disclose any of its content to any third party without the other party's prior written consent unless required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- d. Notwithstanding this clause 19, we shall be entitled to disclose this Agreement to a potential purchaser (for example in the event of an assignment or business transfer pursuant to the "Assignment" section of this Agreement (Section A, clause 28)), subject to us entering into a non-disclosure agreement with such purchaser. We reserve the right to provide our standard terms and conditions to clients or prospective clients including placing those terms and conditions on our website.
- e. We may transfer any information (including confidential information) we hold about You or regarding any Account to our Affiliates, including our and their processors and suppliers in order to support the operation of the respective Programme(s) worldwide or to a third party pursuant to the "Assignment" section of this Agreement (Section A, clause 28). We shall impose appropriate duties of confidentiality on such companies.
- f. We reserve the right, at our sole discretion, to provide information regarding You, any Account and payment history to credit reference agencies.
- g. The provisions of this clause shall survive for a period of five years from termination of this Agreement.

19. Data Protection

- a) Notwithstanding the confidentiality provisions in this Agreement, You understand and agree that we will:

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- i) disclose information about You, your directors, employees, contractors, Programme Administrators and Travel Users to the extent necessary to operate the respective Programme(s), to computerised reservation systems, to suppliers of goods and/or services, to Travel Booking Providers and Travel Service Providers and to our Affiliates (and their appointed representatives) and receive such information from these parties for the operation by us of the respective Programme(s) and to follow up on the contractual requests by our customers;
- ii) disclose information about your directors, employees, contractors, Programme Administrators, and Travel Users use of the respective Programme(s) to your bank or other payment service providers or payment systems selected by You to the extent necessary to permit the invoicing of and payment for the respective Programme(s);
- iii) use, process, and analyse information about how your directors, employees, contractors, Programme Administrators and Travel Users use the Programme(s) to develop reports that may enable You to maintain effective procurement policies, travel policies and procedures. The information used to develop these reports may be obtained from specified sources such as computerized reservation systems, airlines, and other suppliers of goods and/or services and from our and our Affiliates appointed representatives, licensees, agents and suppliers. We will treat these reports as your confidential information under the "Confidentiality" section of this Agreement (Section A, clause 18), and reserve the right to destroy any copies we may have of these reports at any time;
- iv) exchange such information with regulatory authorities, and report any Charge, event, matter or incidence related to the Account to the regulatory authorities and with our lawyers and professional advisors for any reason including the purpose of collecting debts on the Account;
- v) monitor and or record any telephone calls between us and You, either directly by us or by organizations selected by us, to maintain evidence of the contents of such telephone calls and to ensure consistent servicing levels (including staff training) and Account operation;
- vi) keep information about You and your directors, employees, contractors, Programme Administrators and Travel Users only for so long as is appropriate for the purposes of this Agreement or as required by applicable law;
- vii) Exchange information about You, your directors, employees, contractors, Programme Administrators for fraud prevention purposes. If any of these persons gives us false or inaccurate information and we suspect fraud, this may be recorded. These records may be used by us and other organisations to trace debtors, recover debts, prevent fraud, manage the person's accounts or insurance policies and to make decisions about offering products such as credit and related services and motor, household, life and other insurance products to such person or any other party with a financial association with the person; and
- viii) Undertake all the above both within and outside of the country where we or You are registered.
- b. You must obtain the unambiguous, specific and informed consent of all Programme Administrators and Travel Users and other directors, employees and contractors to the use of their personal data as set out above except where these persons have already provided their consent directly to us or through consents on forms they may execute and submit to us in connection with the respective Programme(s).
- c. You agree:
- i) to ensure that the transmission of data to us by You, especially for creation of reports pursuant to this clause complies with all applicable laws, especially data protection laws, and that You are entitled to such transmission.
- ii) to use the reports You receive from us in accordance with this clause exclusively in compliance with all applicable laws, especially data protection laws.
- iii) that any information You provide to us is accurate and complete. If you discover that any information we hold about You, your directors, employees, contractors, Programme Administrators and Travel Users is incorrect or incomplete, You must contact us without delay.

20. Communications with You and the Programme Administrator

- a. Communications will be provided or made available by post, electronically, e-mail, SMS, insertion of the relevant note in the Statement (or Statement insert) or via the Online Service (or through links on webpages accessible via the Online Service).
- b. We may communicate with You through a Programme Administrator by telephone, post, electronically, e-mail, SMS, insertion of the relevant note in the Statement or via the Online Service (or through links on webpages accessible via the service) that we may establish from time to time. A Communication to a Programme Administrator will be deemed to be a Communication from us to You.
- c. We shall treat any requests, instructions or notices from the Programme Administrator in connection with the Programme, the Accounts, and the Agreement (whether by email, the Online Service, post, fax or otherwise) as a request, instruction or notice from You. You agree to be bound by any such requests, instructions or notices made to us by a Programme Administrator. You shall ensure that all Programme Administrators comply with their obligations hereunder.
- d. You must keep us up to date with your and any Programme Administrator's names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications under this Agreement. Where there is a new Programme Administrator You shall certify the designation of such Programme Administrator in writing. We shall not be responsible for any fees or charges or any other damage suffered by You, if You fail to inform us about any changes to such contact details.
- e. If we have been unable to deliver any Communication for reasons that are attributable to You or a Communication has been returned after attempting to deliver it via an address or telephone number previously advised to us, we will consider You to be in material breach of this Agreement and may stop attempting to send Communications to You until we receive accurate contact information. Our action or inaction does not limit your obligations under this Agreement. All deliveries to the address most recently stated to us are considered to have been delivered to You.
- f. All electronic Communications that we make available including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if You do not access the Communication on that day.
- g. You must inform us of any changes to other information previously provided to us.
- h. You must inform us of any changes to other information previously provided to us particularly the information on Application Forms.

21. Your Representations, Warranties and Undertakings

- a. In relation to all Cards, You represent, warrant and undertake that:
- i) You will use the Accounts only for your business purposes and will instruct Account Users to do so; and
- ii) You are not a microenterprise according to the definition referenced in the PSRs.

22. Limitation of our liability

- a. Nothing in this Agreement shall limit or exclude any liability of any party: i) for death or personal injury caused by the negligence of a party or its employees, agents or subcontractors; ii) for any fraud or fraudulent misrepresentation; and
- iii) To the extent such limitation or exclusion is not permitted by applicable law.
- b. Subject to Section A, clause 22(a), we will not be responsible or liable to You or any third party for any loss or damage arising, whether in contract, tort (including negligence) or otherwise in relation to:
- i) delay or failure by a Travel Booking Provider or a Travel Service Provider to accept a Card, the imposition by a Travel Booking Provider or a Travel Service Provider of conditions on the use of the Card or the manner of a Travel Booking Provider's or a Travel Service Provider's acceptance or non- acceptance of the Card;

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- ii) goods and/or services purchased with the Card or their delivery or non-delivery;
 - iii) Travel Arrangements charged to a Business Travel Account, including any dispute with the Travel Booking Provider or a Travel Service Provider about Travel Arrangements or any failure to provide them;
 - iv) failure to carry out our obligations under this Agreement if that failure is caused by a third party or because of an event outside our reasonable control, including but not limited to, a systems failure, data processing failure, industrial dispute or other action outside our control;
 - v) our declining to approve any Business Travel Account transaction for any reason that is set out in the "Charge Approval" section of the Agreement (Section A, clause 6); or
 - vi) the accuracy, completeness or sufficiency for tax and legal compliance purposes of VAT related data supplied by Merchants which we may make available to You in relation to Charges. (We do, however, warrant that such VAT related data we make available to You is as supplied by the Merchant to us).
- c. Subject to Section A, clause 22(a), we will not be responsible or liable to You or any third party under any circumstances for any:
- i) loss of profit, interest, goodwill, business opportunity, business, revenue or anticipated savings;
 - ii) Losses related to damage to the reputation of any member of your Company, howsoever caused; or
 - iii) Any indirect, special, punitive or consequential losses or damages, even if such losses were foreseeable and notwithstanding that a party had been advised of the possibility that such losses were in the contemplation of the other party or any third party.

23. Cancellation and Termination

- a. You may terminate this Agreement or cancel any Card, the Master Account or any Account at any time on thirty (30) days written notice to us. If You do so, You shall pay all amounts owing on the Master Account or Account and stop all use of the Account and instruct the Account Users to stop the use of the Accounts and to destroy any Cards.
- b. You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any cancellation of a Card or Account that You have requested.
- c. We may terminate this Agreement or cancel any Card, the Master Account or any Account on thirty (30) days written notice to You.
- d. We may terminate this Agreement or cancel any Card, the Master Account or any Account immediately upon notice to You:
 - i) in the event of your failure to comply with any of your obligations under this Agreement, including, but not limited to, failure to ensure payment is made to us when it is due, any form of payment is returned or not honoured in full;
 - ii) in the event that we deem levels of fraud or credit risk to be unacceptable to us. If we take such action, You are still required to pay all amounts owing on the Master Account and any Account to us.
- e. We may consider You to be in material breach of this Agreement if:
 - (i) any statement made by You to us in connection with an Account was false or misleading; (ii) You breach any other agreement You have with us or with any of our Affiliates;
 - (iii) if insolvency or other creditor proceedings are threatened or initiated against You or; (iv) we have any reason to believe that You may not be creditworthy.
- f. If this Agreement is terminated for any reason, You must pay all outstanding Charges and any other amounts You owe us under this Agreement, including unbilled Charges immediately.
- g. We may inform Merchants where a Card is no longer valid.
- h. Your liability under this clause survives termination of this Agreement.

24. Set-Off

Where You are under any obligation to us or any of our Affiliates under a separate agreement, we will be entitled to set off an amount equal to the amount of such obligation against amounts owed by us to You under this Agreement irrespective of the currency of the relevant amounts.

25. No Waiver

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

26. Severability

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

27. Transfer of Claims

- a. Although we may have no obligation to do so, if we credit a Master Account or Account in relation to a claim against a third party such as a Merchant, Travel Booking Provider or Travel Service Provider, You shall automatically be deemed to have assigned and transferred to us any related rights and claims (excluding tort claims) that You have, had or may have against any third party for an amount equal to the amount we credited to the Account. You hereby give consent in advance to such assignment, without any further notification being required.
- b. After we credit such Account, You may not pursue any claim against or reimbursement from any third party for the amount that we credited to the Account.
- c. You must provide all reasonable assistance to us if we decide to pursue a third party for the amount credited. This includes, without limitation, signing any documents and providing any information that we may require. Crediting the Master Account or Account on any occasion does not obligate us to do so again.

28. Assignment

- a. We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party (a "Transfer") and You consent to this without us having to notify You. You shall cooperate in the execution of a Transfer upon written request by us. . Any such assignee of AEME shall be deemed a third-party beneficiary of this Agreement to the same extent as if it were a party hereto, and shall have the right to enforce the provisions of this Agreement. You hereby agree and acknowledge all such acts now and at the time of each
- b. You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

29. Rights of Third parties

This Agreement shall be for the benefit of and binding upon both us and You and our and your respective successors and assigns. A person who is not a party to this Agreement has no right to enforce any provision under it under any theory of law.

30. Changes to this Agreement

We may change any terms of this Agreement including any fees and charges applicable to any Accounts and introduce new fees and charges from time to time. We will give You at least thirty (30) days' prior notice of any change. You will be deemed to have accepted any changes notified to You if You or Cardmembers continue to use any Card, the Master Account or Account to which the changes relate.

31. Corporate Use of Account

You acknowledge and agree that You are not a consumer and that You will use and procure that Account Users only use Cards or Accounts solely for business purposes. You agree that, to the fullest extent permitted by applicable law, any provisions of law that may otherwise be deemed applicable to this Agreement but that may be disapplied or applied differently to non-consumers will be so disapplied or applied differently.

32. Applicable Law and Jurisdiction

This Agreement is governed by English law and each party irrevocably agrees that, subject as provided below, the courts of the Dubai International Financial Center shall have exclusive jurisdiction over any dispute or claim (including

THE BUSINESS TRAVEL ACCOUNT AGREEMENT

non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause shall limit the right of the AEME to take proceedings against any Cardmember in any other court of competent jurisdiction, including the courts of Dubai, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

33. Taxes, Duties and Exchange Control

- a. You are responsible for ensuring compliance with all exchange control regulations and other applicable laws and regulations if they apply to any use of a Card or Account or any transactions between us and You under this Agreement.
- b. You must pay any government tax, duty or other amount imposed by applicable law in respect of any Charge or use of any Card or Account.

34. Miscellaneous

- a. This Agreement replaces all prior terms and conditions with regard to the respective Programme subject to the "Changes to this Agreement" section of this Agreement (Section A, clause 30).
- b. If there is an inconsistency between the General Terms and the Specific Terms, then the Specific Terms will apply.
- c. Any provision of this Agreement which is expressly or implicitly intended to survive termination shall do so and continue in full force and effect.
- d. If this Agreement is translated into another language, this English language version shall be the official version, unless specifically prohibited by law, and the interpretation of the provisions of this Agreement in the English language shall govern for all purposes in the event of any inconsistencies arising from translation.

B. SPECIFIC TERMS

Business Travel Account

1. Establishment of Accounts and Card Issuance

- a. You are the user of the Business Travel Account and are liable for all use or misuse of such Business Travel Accounts by Authorised Approvers, Travel Users, Programme Administrators, employees or other persons with actual or ostensible authority to make or initiate a Business Travel Account transaction for purchases on your behalf, including any breach of the terms of the Agreement.
- b. Each Authorised Approver must be authorised by You and be able to carry out all terms of this Agreement applicable to the Business Travel Account and to approve Charges on your behalf. You are responsible for selecting Authorised Approvers and notifying Travel Booking Providers of any changes or updates to Authorised Approver Schedules. We reserve the right at our sole discretion to refuse any request for set-up and use of a Business Travel Account by a prospective Authorised Approver and to terminate any Authorised Approver's authority without notice to You.
- c. You must tell us immediately if You suspect that a Business Travel Account is being used by someone who is not an Authorised Approver or otherwise without your authorisation.
- d. You must immediately inform the Travel Booking Provider of any revocation of authority granted to an Authorised Approver for use of the Business Travel Account, and work together with the Travel Booking Provider to ensure that former Authorised Approvers no longer have the ability to make Charges and that any user accounts set up by the Travel Booking Provider for such persons are deleted.
- e. We have the right to inform the Travel Booking Provider about the cancellation of the Business Travel Account.

2. Use of Cards and Accounts

- a. Business Travel Accounts may only be used by Authorised Approvers to pay for Travel Arrangements made with the Travel Booking Provider for Travel Users. Charges on a Business Travel Account must not be incurred with any other travel agent, travel Management Company or other provider of travel booking services including any reservation site accepting American Express Cards. If such Charges are incurred, you will still be liable for the Charges, subject to the "Liability for Unauthorised Charges" section of this Agreement (Section A, clause 11).
- b. We reserve the right to refuse any application for set-up and use of Business Travel Accounts, and to refuse transactions with a prospective

Travel Booking Provider that is not certified by us to participate in the Business Travel Account Programme. Certification of prospective Travel Booking Providers is at our sole discretion. We will make available a list of Travel Booking Providers to You upon request.

- c. You must provide the Business Travel Account number to the Travel Booking Provider to pay for Travel Arrangements.
- d. When an Authorised Approver books Travel Arrangements on a Business Travel Account with a Travel Booking Provider, You shall be deemed to agree that the Business Travel Account will be debited for payment and to authorise the Charge.
- e. Examples of reasonable controls, measures and functionalities pursuant to the "Use of Cards and Accounts" section of this Agreement (Section A, clause 2(c)) to prevent and control misuse of Business Travel Accounts include but are not limited to:
 - i) providing to a Travel Booking Provider in writing from an Authorised Approver an updated list of Travel Users whose Travel Arrangements are approved for booking on an Account within clearly defined parameters, which list may be amended immediately upon notice to the Travel Booking Provider;
 - ii) Providing to a Travel Booking Provider clearly defined pre-approval of a booking on Business Travel Account in writing from an Authorised Approver;
 - iii) ensuring that user ids and passwords for online tools for booking Travel Arrangements are provided by an Authorised Approver only to Travel Users whose Travel Arrangements are approved or pre-approved by an Authorised Approver for booking on the Business Travel Account which is accessed by such user id and password and that technical parameters for the use of such user ids and passwords are set in a manner that ensure that only Travel Arrangements which are approved or preapproved by an Authorised Approver may be booked on such Business Travel Account;
 - iv) Providing updated Authorised Approver Schedules to Travel Booking Providers which may be amended immediately upon notice to the Travel Booking Provider;
 - v) Establishing limits on maximum transaction amounts;
 - vi) Utilising any Online Service we make available to monitor Account usage and manage the Programme; and
 - vii) Making arrangements for immediate deletion of any user accounts of former Authorised Approvers established by the Travel Booking Provider or You for the purpose of using the Business Travel Account to make reservations, as soon as the right to charge the Business Travel Account has been revoked.
- f. You must not use a Business Travel Account to obtain cash.

3. Fees and Other Charges

- a. We may charge You Charges on Overdue Balance on a monthly basis in accordance with the Schedule of Fees and Charges for so long as Card balance(s) remain outstanding without any further prior notice of default being required.
- b. We may charge You our full costs incurred in respect of any cheque sent to us by You or your representative that is not honoured for its full amount and in respect of any referral of any amount outstanding on any Business Travel Account to a third party collector (which may be a firm of solicitors).

4. Statements and Queries

You will automatically be enrolled in the Online Service. The terms of use for the Online Service are set out in Section A, clause 13 of this Agreement.

5. Payment

Payments are due within twenty eight (28) days after we provide or make available the relevant Statement to You.

6. No Liability for Travel Services

We are neither a broker of travel services nor a tour operator. We are excluded from liability for performance or non-performance of travel services.

Schedule 1

Definitions

THE BUSINESS TRAVEL ACCOUNT AGREEMENT

“Account” means the account issued by us to You or the Account User (as applicable) for the purpose of executing, recording and tracking Charges made using such Card including the American Express® Business Travel Account.

“Account limit” means a limit applied to the Master Account or the aggregate of all or a subset of Accounts by us, being the maximum amount that can be outstanding at any time on the Master Account and/or such Accounts.

“Account user” means any person authorised by You in accordance with the terms of this Agreement to incur Charges on an Account.

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

“Agreement” means the General Terms set out in Section A which apply to all Programme(s) in which You participate (“General Terms”), Specific Terms set out in Section B which apply to the specific Programme(s) in which You participate (“Specific Terms”), any Application Forms completed by You for any Programme, Card and Corporate Purchasing Account only), Insurance terms and conditions (if applicable) and any other terms we notify You of from time to time.

“American Express Exchange rate” is defined in Section A, clause 14.

“Application Forms” means the Programme Application Form(s) and any other application forms that we may introduce from time to time.

“Authorized Approver” means each person named on the Authorised Approver Schedule as being authorised to approve transactions on the Business Travel Account for You and includes any person otherwise authorised by You to approve transactions on the Business Travel Account.

“Authorized Approver Schedule” means a written schedule of Authorised Approvers provided by You to Travel Booking Providers.

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

“Business Travel Account” means the account(s) established under the Master Account for the purpose of executing and recording Charges for the American Express® Business Travel Account Programme.

“Card” means a plastic or virtual card or any other device or procedures for use including virtual cards for the American Express Business Travel Account.

“Charge(s)” means all Card transactions and other amounts charged to an Account, via the Card or otherwise including a Cash Advance, all Card fees, Account fees, including renewal fees, Charges on Overdue Balance and associated costs, and all others fees, charges or costs You have agreed to pay us or are liable for under this Agreement or which are due to us under the Cardmember Terms for the Corporate Card Programme.

“Charges on Overdue Balance” means the amount set forth in the Schedule of Fees and Charges and payable by You.

“Code(s)” means each of a Personal Identification Number (PIN), telephone code(s), on-line password(s) and any other code(s) and also used to gain access to Account information (including the @Work and BTA Connect Account tools).

“Communications” means Statements, servicing messages, notices (which include changes to this Agreement), disclosures, Account alerts, important messages, changes to this Agreement and other communications to You or Account Users in connection with any Programme(s) in which You participate.

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

“Items for resale” is defined in Section A, clause 2.

“Master Account” means the control account established by us and under which we will issue Cards and Accounts to record your and our payment obligations to each other under this Agreement, including without limitation your obligation to pay Charges. The Master Account is distinct from Accounts and cannot be used to pay for goods and services at a Merchant.

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

“Online service” means any internet-based service which we may make available to You or your representatives to review Charges and receive other data relevant to the Programme(s) in which You participate.

“Programme” is defined in the pre-amble of this Agreement.

“Programme Administrator” means an administrator for the Programme nominated by You on the Programme Application Form or as notified to us in writing from time to time, who shall have the authority to act on your behalf in administering all aspects of the Programme.

“programme Application Form” means the application form(s) for each Programme completed and signed by a person authorised to act for You for the purpose of establishing the Master Account and issuing Cards and Accounts under the Master Account for your/Account User s use in accordance with this Agreement.

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

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

“Security information” means the user identification and password assigned to individual Account Users for use of the Online Services.

“Specific Terms” is defined in the definition of “Agreement” in this Schedule.

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

“Transfer” is defined in Section A, clause 28.

“Travel Arrangements” means tickets for travel and booking services provided to Travel Users by Travel Service Providers and services provided to You or Travel Users directly by the Travel Booking Provider.

“Travel Booking provider” means a travel agent, travel management company or other provider of travel booking services or associated online reservation portal which are designated on the Business Travel Account Application Form, and certified and approved by us for participation in the Business Travel Account.

“Travel service provider” means a provider of Travel Arrangements purchased through or directly from a Travel Booking Provider.

“Travel user” means a director, your employee or contractor, or any other persons, for whom Travel Arrangements are purchased on a Business Travel Account.

“We”, “our” and “us” means AMEX (Middle East) B.S.C. (c) its successors, assigns, subsidiaries, branches and sister or parent companies and in particular AMEX (Middle East) B.S.C. (c)- Emirates. This Agreement is governed by English law and each party irrevocably agrees that, subject as provided below, the courts of the Dubai International Financial Centre shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause shall limit the right of AEME to take proceedings against any Cardmember or Account in any other court of competent jurisdiction, including the courts of Dubai, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.



The Card is issued by Amex (Middle East) B.S.C. (c) – Emirates, a branch of Amex (Middle East) B.S.C. (c), Bahrain pursuant to a license from American Express. American Express is a registered trademark of American Express.

AMEX (Middle East) B.S.C. (c) is regulated and licensed by the Central Bank of Bahrain as a Financing Company.
AMEX (Middle East) B.S.C. (c) – Emirates, the UAE branch of AMEX (Middle East) B.S.C. (c) is regulated and licensed by the Central Bank of the UAE.