

Agreement Between Corporate Cardmember and Amex Bank of Canada

Your use of the enclosed American Express® Corporate Card will be governed by this Agreement. Such card will be referred to as the "Corporate Card".

IMPORTANT: Before you sign or use the Corporate Card, read this Agreement thoroughly, because by either signing, using or accepting the Corporate Card, you will be agreeing with us to everything written here and the use of your Corporate Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the Corporate Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted this Agreement.

As you read this Agreement, remember that the words "you" and "your" mean the person named on the enclosed Corporate Card. The words "we", "our" and "us" refer to Amex Bank of Canada, P.O. Box 7000, Station B, Willowdale, Ontario M2K 2R6. The word "Company" means the firm in whose name the account has been opened and whose name appears, in most instances, on the Corporate Card under your name. "Company Agreement" means the agreement between the Company and us.

The Corporate Card issued to you is for use in connection with the account opened in the name of the Company. The account will be deemed to be located at the address shown above. You should not use the Corporate Card before or after the period of validity shown on the face of the Corporate Card. Because you received the Corporate Card at the request of the Company, we can cancel the Corporate Card if the Company requests or if the Company is unable or unwilling to meet all its obligations relating to it or to the account.

LIABILITY FOR CHARGES – IMMEDIATE PAYMENT

ALL CHARGES ARE DUE AND PAYABLE IN FULL IMMEDIATELY UPON RECEIPT OF OUR MONTHLY STATEMENT. All amounts charged to an account, including without limitation purchases, annual Corporate Card fees, delinquency assessments, or other fees will be called "Charges" in this Agreement. Charges also include any purchases in respect of which you have evidenced an intent to incur a Charge, regardless of whether you have signed a Charge form. You are liable to us for all Charges made in connection with the Corporate Card issued to you even though we may deliver monthly statements for some or all of the Charges to the Company. You are also liable to us for all unauthorized charges related to a lost or stolen card or code being used by an unauthorized person where you do not comply with the requirements set out in "Use of Your Corporate Card/Codes" section of this agreement.

You must notify us immediately of any change in your billing address.

If you do not receive a monthly statement by reason of an interruption in postal service or any other cause or event, you must contact us every 30 days in order to determine what Charges are then due. Unless and until a monthly statement is delivered, Charges will be due and payable (unless prohibited by law) when we notify you in whatever manner, or in the absence of such notice, on the date you are required to contact us, whichever is earlier. Charges may be paid at our offices, at most Chartered Banks, at any American Express office or any other institution we may designate from time to time.

We will deliver to you a monthly billing statement for any billing period when there is activity or a balance on the account. The time between successive monthly statements will vary from 25 to 34 days depending upon the number of business days in the month and because statements are prepared only on business days. You agree to notify us in writing of any omission from or error on the statement within 25 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct, except for any amount which has been improperly credited to the account.

DELINQUENCY ASSESSMENTS

If any Charge is not paid in full by the date of the next monthly statement after the monthly statement on which it first appears such Charge will be considered "Delinquent". If a Charge becomes Delinquent, it will become subject to a fee (called a "Delinquency Assessment") on the outstanding balance owed on such Delinquent Charge until such balance is paid in full. Delinquency Assessments accrue and are calculated at the rate of 0.0822% on the then outstanding balance of any Delinquent Charge, for each day that Delinquent Charge, or any part thereof, remains outstanding starting from 31 days after the date of the monthly statement on which that Charge first appeared.

The daily rate of 0.0822% would be equivalent to an annual rate of 30%, if the daily rate were imposed for consecutive billing periods totalling 365 consecutive days; however, WE DO NOT ALLOW DELINQUENT CHARGES TO REMAIN OUTSTANDING. Delinquency Assessments will not exceed any amounts permitted by law and we will not charge Delinquency Assessments on unpaid Delinquency Assessments.

Examples of Delinquency Assessments are as follows:

**Number of Days since
the Charge became subject to Delinquency Assessments**

Outstanding Balance of Charge which is Delinquent	30 Days	48 Days	54 Days	61 Days
\$50	\$1.23	\$1.97	\$2.22	\$2.51
\$100	\$2.47	\$3.95	\$4.44	\$5.01
\$250	\$6.17	\$9.86	\$11.10	\$12.54
\$500	\$12.33	\$19.73	\$22.19	\$25.07

If we refer your account to a third party for collection, you agree to pay all expenses and costs of collection, including legal fees on a solicitor and client basis, and you agree that such amount shall be a separate debt owing by you to us and will be added to your account except as limited by law.

PAYMENT

You must pay us with Canadian currency, with a money order payable in Canadian Dollars, or with a draft or a cheque payable in Canadian Dollars. If we decide to accept payment made in some other form, your payment will not be credited to you until your payment is converted into one of the forms just mentioned. We can charge you any costs we incur in converting your payment.

IRREGULAR PAYMENTS

Our acceptance of late, partial or other payments not in accordance with the terms of this Agreement, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute shall in no way limit or diminish any of our rights under this Agreement or under law. Acceptance of such payment does not mean we agree to change this Agreement or prejudice our rights in any way.

DISHONOURED/POST-DATED CHEQUES

For each payment, cheque or draft which is returned or not honoured immediately for its full amount, we may charge the account \$20 to cover collection costs unless prohibited by law. You waive presentment, notice of dishonour, protest and notice of protest for any cheques sent to us.

CHARGES MADE IN FOREIGN CURRENCIES

Charges made in a currency other than Canadian dollars will be converted into Canadian dollars. 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. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Canadian dollars. If the Charge is in U.S. dollars, it will be converted directly into Canadian dollars.

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, increased by a single conversion commission as specified in your billing statement or as otherwise disclosed by us. If Charges are converted by third parties prior to being submitted by us, any conversions made by those third parties will be at rates selected by them.

USE OF CORPORATE CARDS

You agree to use the Corporate Card for business purposes in accordance with Company policy. No other person is permitted to use the Corporate Card for any reason. You will be liable to us for payment of all Charges made with the Corporate Card issued to you, even if you have let someone else use the Corporate Card or Corporate Card account number. Unless prohibited by the Company Agreement, spending limits based on types of spending and a credit limit may be placed on the Corporate Card, either at the request of the Company or at our discretion. Otherwise, there are no specific spending or credit limits set in advance by us on the Corporate Card. Limits may be introduced or changed at any time without notifying you in advance. You may not exceed any limits on your Corporate Card account unless we permit you to. You will be liable for Charges even if they exceed these limits. You agree that you will not resell or return for a cash refund any goods, tickets, or services obtained with the Corporate Card. Obviously you may return an item or ticket to a firm honouring the Corporate Card for credit to the account, if that firm permits such returns.

If you use the Corporate Card to buy insurance, you give us permission to pay premiums for you when due. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Corporate Card account is cancelled, we will stop paying premiums for you.

We reserve the right to deny authorization of any Charge.

PROBLEMS WITH GOODS AND SERVICES

If you have any question, problem or dispute concerning the monthly statement, you should contact us and we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve your dispute. However, unless otherwise provided by law, we are not responsible for any problems you have with any goods or services you charge to the Corporate Card; and if you have a dispute with an establishment honouring the Corporate Card you must pay us anyway and settle the dispute directly with such establishment. We will not be responsible if any establishment refuses to honour the Corporate Card, or for any other problems you may have with such establishment.

LOST AND STOLEN CORPORATE CARDS AND MISUSE OF THE CORPORATE CARD ACCOUNT

You must tell us immediately by telephone at the contact number set out at the back of this agreement if:

- a Corporate Card is lost or stolen,
- a renewal Corporate Card has not been received,
- someone else learns a code, or
- you suspect that your account is being misused.

If a Corporate Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Corporate Card.

ADDITIONAL SERVICES

The Company may, at its discretion, allow you to participate in and make use of additional services, including use of the Corporate Card in a machine that dispenses cash or American Express® Travellers Cheques. You may not use the Corporate Card to obtain any such services unless you have received authorization from the Company and have enrolled with us in connection therewith. Your use of the Corporate Card in connection with these services will be governed by separate agreements with us.

AUTOMATED BANKING MACHINE ACCESS/ PERSONAL IDENTIFICATION NUMBER

If approved by us, you may be able to use the Corporate Card in the automated banking machines ("ABMs") of such financial institutions as may, from time to time, accept your Corporate Card in order to obtain cash advances on your account or effect other transactions. Before you may use the Corporate Card in such machines, you will have to be enrolled for ABM access and you will have to obtain your personal identification number ("PIN"). We will have a separate agreement with you concerning your use of the Corporate Card in ABMs and your use of your PIN and you agree to use the Corporate Card and your PIN in connection with ABM access in accordance with such other agreement and such additional directions or provisions as we may communicate to you from time to time.

USE OF YOUR CORPORATE CARD/CODES

To prevent misuse of your account, you must ensure that you:

- sign the card in ink as soon as received,
- keep the card secure at all times,
- regularly check that you still have the card in your possession,
- do not let anyone else use the card,
- ensure that you retrieve the card after making a charge, and
- never give out your card details, except when using the card in accordance with this agreement.

To protect your PIN, telephone codes, on-line passwords and any other codes used on your account (called codes), you must ensure that you:

- memorize the code,
- destroy any communication informing you of the code (if applicable),
- do not write the code on the Corporate Card
- do not keep a record of the code with or near the Corporate Card or account details,
- do not tell the code to anyone,
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number, and
- take care to prevent anyone else seeing the code when entering it into an automatic banking machine ("ABM") or other electronic device.

For unauthorized charges, provided that you and the Company complied with this agreement including the section "Use of Your Corporate Card/Codes"; and provided that you or the Company did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the card, then you will not be liable to us for any unauthorized charges after we receive notice from you and your maximum liability if a lost or stolen Corporate Card is used in an unauthorized manner is \$50. However, if the account is used with a code at an ABM you and the company (if jointly & severally liable for Charges) will be liable for all charges which occur before we receive notice from you. If you or the company did not comply with this agreement, or if you or the company contributed to, were involved in, or benefited from the loss, theft or misuse, you and the company (if jointly and severally liable for Charges) are liable for any charges, for example, if you gave your Corporate Card and/or code to another person to use. Any such charges will not be

considered unauthorized charges or use of a Corporate Card in an unauthorized manner.

You and the company agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and the company also agree that we may provide information to authorities.

RENEWAL AND REPLACEMENT CARDS

The Corporate Card will be valid until the end of the period of validity shown on the face of the Corporate Card unless cancelled or revoked prior thereto in accordance with the terms of this Agreement. You are requesting us to issue you a renewal or if applicable, a replacement Corporate Card before the current Corporate Card expires. We will charge renewal fees to the account annually. We will continue to issue renewal or replacement Corporate Cards in this manner until you or the Company tells us to stop.

RECURRING CHARGES

You may provide authorization to a provider of goods or services (a "merchant") to bill charges on a recurring or pre-approved basis to your card ("Recurring Charges"). To request that a merchant stop Recurring Charges you must have the right to do so by law or under your arrangement with the merchant and you must notify the merchant in writing. If there is a dispute between you and the merchant as to your right to terminate the Recurring Charge you must pay us anyway and settle the dispute directly with the merchant.

If a replacement or new card (a "replacement card") has been issued to you (because, for example, your card has been lost, stolen, damaged, cancelled, renewed or switched to a different card type) depending upon the system used and manner of submission of charges by the merchant, the Recurring Charges may (but will not always) be applied to your replacement card. You agree that we have the right to apply Recurring Charges to a replacement card without giving you notice and you agree to be responsible for any such Recurring Charges. Please note, we do not provide the replacement card information (including card number and/or card expiry date) to any merchants. In order to ensure there is no disruption in Recurring Charges, it is your responsibility to contact the merchant and provide the updated information.

CONSENT TO USE PERSONAL INFORMATION

You consent to the collection, disclosure, use and processing of information about you as set out in our "Privacy Notice" as such may be made available to you from time to time.

COMMUNICATING WITH YOU

Statements, notices under this Agreement, legal disclosures and other communications may be sent to you in writing and may be delivered or mailed, postage prepaid. Written notices that we send to you may be delivered or mailed to the address which is maintained in our records. We may also send any of these communications by another method. You may choose to receive communications through an electronic method if we agree at our sole discretion. You agree that we may provide disclosure by electronic means to you of any legal disclosures or other notices or communications in respect of our products and services from time to time and all such communications will be considered to have been provided in writing. You agree not to dispute any electronic communication on the basis that it was not in writing or was not signed. Your agreement that we may provide legal disclosures or other notices or communications by electronic means will survive termination of this Agreement.

At our or your Company's discretion we may automatically enroll you in our electronic statement service. Upon such enrollment by us or if we provide you the option to enroll in an electronic statement service, you agree that we may send the statement and other notices or communications by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a statement or other notice, or any combination of these or other means and you agree that it is your responsibility to access all such statements and notices. If you are automatically enrolled by us or if we permit you to enroll in an electronic statement service, you further agree to access the statement electronically and to access any legal notices and other notices, disclosures or communications that we may provide electronically. All mailed communications will be deemed received three (3) business days after the date of the mailing or when received in the case of a communication delivered by hand. All electronic communications that we provide including the statement will be deemed to be received on the day that we send the notification email and/or post the electronic communication even if you do not access the electronic communication for any reason. You must advise us immediately of any change of address or other contact information to keep our records current. If previous statements, notices or other communications have been undeliverable, we may stop attempting to communicate until we receive accurate contact information. We are not responsible for any failure to receive any communication (including without limitation a statement) if we send it to the address or in accordance with other contact information appearing in our records or if we do not send the communication because previous communications have been undeliverable.

CHANGING THIS AGREEMENT/ASSIGNMENT/ WAIVER/SEVERABILITY

We have the right to assign this Agreement and/or Corporate Card accounts to our affiliates or to any other financial institution(s) at any time.

We also have the right to change this Agreement at any time. We will notify you of any changes. You will be deemed to have accepted the changes if you keep or use the Corporate Card after you receive our notice.

If you do not accept the changes, you may terminate this Agreement by cutting the Corporate Card in half and returning the parts to us. You will still be responsible for all Charges incurred before you terminate this Agreement.

If we fail to exercise or delay the exercise of any of our rights under this Agreement or if we waive our rights on any given occasion, it shall not constitute or be considered as a waiver of any of our rights at any other time or occasion. If any provision of this Agreement conflicts with any applicable law or regulation, that provision shall be deemed by both of us to be modified to be consistent with the law or regulation, or to be deleted if modification is impossible, but your and our obligations under this Agreement, as modified, shall continue.

THE CARD REMAINS OUR PROPERTY

The Corporate Card remains our property and we can revoke your right to use it or require you to return it to us at any time. We can do this with or without cause and without giving you notice. If we have revoked the Corporate Card without cause, we will refund a pro-rata portion of your annual fee to the Company. We may list revoked Corporate Cards in our "Cancellation Bulletin", or otherwise inform establishments honouring the Corporate Card that the Corporate Card issued to you is no longer valid.

If you or we revoke the Corporate Card or it expires, or if the Company's account is cancelled for any reason, you must cut the Corporate Card in half and return it to us. Also, if an establishment which honours the Corporate Card asks you to surrender an invalid, expired or revoked Corporate Card for return to us, you must do so.

You may not use the Corporate Card after it has expired or been revoked, after the Company's account has been cancelled or after this Agreement has been terminated. If you ask us to cancel the Corporate Card or your Corporate Card account, but you use the Corporate Card or your Corporate Card account after that, we may consider such use as your request for reinstatement.

LAW THAT APPLIES

This Agreement shall be governed by Ontario law.

Privacy Notice

You are urged to read this Privacy Notice thoroughly as it relates to important matters dealing with your privacy rights. It includes your consent to the collection, disclosure, use and processing of your personal Information for the purposes identified. It also provides some illustrative descriptions and examples to help you understand the nature of this personal Information and how it relates to the purposes.

In this Privacy Notice, the words "we", "our" and "us" mean Amex Bank of Canada, its parent and affiliates (including Amex Canada Inc., a provider of travel related services), and their agents and service providers (acting on their behalf). "Information" is any Information about you and includes "Personal Information" (i.e., any Information which relates to an individual and allows that individual to be identified). "Corporate Card" means any American Express corporate card issued to you under the terms of an agreement with us. "Company" means the legal entity in whose name the account is opened and is whose name appears, in most instances, on the Corporate Card.

CONSENT TO USE OF PERSONAL INFORMATION

We collect, disclose, use and process Information: (1) to consider initiating and to initiate, maintain and develop our relationship with you in connection with our offering products and services generally, including helping us to understand the current and future needs of our customers and to otherwise analyze and manage our business; (2) to administer billing and accounting services and security measures in relation to your business with us; (3) to monitor your transactions; (4) to evaluate your credit standing; (5) to share and exchange reports and Information with credit reporting agencies, credit bureaus and/or any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship, and to use other third party databases (including registries and licensing authorities) or references provided by you to obtain or verify Information about your financial circumstances, your background or to identify you; (6) as permitted by or to comply with legal and regulatory requirements; (7) to, unless prohibited at the Company's request, promote and market products and services offered by us or other well established companies, including by means of direct marketing, through ordinary mail, e-mail, telephone or other available communication channels; (8) to, where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, share and exchange with such third party suppliers, and their agents and service providers, any Information reasonably required for the provision of the service or benefit including sharing and exchanging with suppliers of or participants in any applicable loyalty or reward programs, and their affiliates and agents, any Information reasonably required for any such loyalty or reward program; (9) to share or exchange with the Company, and its parent or affiliates and their respective service providers or agents, including, at the request of the Company, to process, consolidate and transmit Information to the Company's third party service provider for the purposes of preparing reports, analysis and other such services to be made available to the Company by such third party service provider; (10) to, if you participate in a recurring or automatic billing program with any business or supplier, share or exchange with the applicable business or supplier for the reasonably required purposes of your participation in such programs; and (11) to, if you choose to use your Corporate Card as a form of payment for business travel reservations with Amex Canada Inc., share or exchange with Amex Canada Inc., for the purpose of business travel reservation fulfillment. If you provide your Social Insurance Number, we will use it to match credit bureau/reporting agency Information. This allows us to distinguish you from other individuals, particularly those with similar names, and helps ensure the accuracy of the Information collected and reported. If you provide us with your e-mail address, our e-mail communications with you may include customer service and collection notices. You agree that we, or reputable organizations selected by and acting for us, may from time to time monitor and/or record any of your telephone calls with us for

the purpose of servicing accuracy, quality assurance, training and record keeping. We may use Information in our records for as long as it is needed for the purposes described above even after our relationship with you has ceased.

You consent to our collection, disclosure, use and processing of Information for the purposes described above. You authorize third parties to give us the Information for these purposes. If you provide us with Information (including any Personal Information) about any other individual, you confirm that the individual (i) has consented to our collection, disclosure, use and processing of that Information for these purposes as reasonably required and (ii) authorizes third parties to give us the Information for these purposes.

You may at any time refuse or withdraw your consent under (7) completely or you may select from any partial consent options we may make available by calling 1-800-716-6661 or 905-474-9329. Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit Information we may provide you when you contact us.

NATURE OF INFORMATION COLLECTED

The Information we collect from time to time may include: (1) Information to identify you such as name, date of birth, contact information, government issued documentation details (for example, a driver's license), and your background (for example, occupation); (2) Information about your financial circumstances and behaviour, such as your income, assets, payment history and credit worthiness; (3) Information for the provision of products and services (for example, language and other preferences, and Information on a loyalty or reward program attached to your product); and (4) Information relating to transactions arising from your relationship with or through us (depending on the product or service, this may include purchase details, details about how you make payments to us or use our products to make payments to others).

We collect Information from various sources including from you directly through applications, correspondence or other communications, through the products and services you use, from others with your consent (such as credit reporting agencies and other lenders) or other permitted sources.

In certain appropriate circumstances, we or others providing services through us may ask for health Information for specific services (such as insurance) or requests. This type of Information will not be used for any purpose other than to address the specific service or request. We will not request or use health Information to assess a credit application.

We will review and analyze Information in various ways. For example, when we monitor transactions we use proprietary techniques to help identify transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective. This involves our understanding you and your ordinary use of our products and services in order to identify unusual activity. It also includes assessing Information in relation to Information from other sources including our own records to detect suspicious patterns or connections.

When we promote and market to you products and services offered by us or other well-established companies ("promotions"), each promotion is carefully developed to ensure that it meets our standards. We try to make sure these promotions reach only those customers most likely to take advantage of them. To do this, we develop lists for use by us based on Information you have provided us on your applications, in surveys and other communications, Information derived from how you use our products that may indicate purchasing preferences and lifestyle, as well as Information available from external sources including consumer reports. We may also use that Information, along with non-credit Information from external sources, to develop lists that are used by us. The lists used to send you promotions are developed under strict conditions designed to safeguard the privacy of customer information.

YOUR CONSENT RIGHTS

Except in the limited circumstances where our use of Information is permitted or required by law, before using your Information for any new purposes we will explain them to you and seek your consent.

Subject to legal and contractual restrictions, you can withdraw your consent to our use of your Information at any time with reasonable notice. For example, as described above you may choose not to receive marketing offers or other promotional materials. If you refuse or withdraw your consent for any purpose that is necessary for us to fulfill our product or service contract with you, we will not be able to provide you, or continue to provide you, with the product or service. In some cases, certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit or charge product from us, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. Similarly, you cannot withdraw your consent on matters that are essential to the management of our businesses, including the disclosure of Information when we assign our rights to others such as for the sale or collection of debts.

WE PROVIDE FILE ACCESS

Customers have access to Information that is reasonably available and retrievable in the ordinary course of business. Upon your written request, we will disclose to you the Information in your file, subject to certain limitations. You have the right to correct any Information which is inaccurate or incomplete. You can access this Information by writing to us at our head office located at P.O. Box 7000, Station B, Willowdale, Ontario M2K 2R6, Attention: Compliance Department, Protection of Personal Information. We will respond to a written request from you within thirty (30) days of receipt or such other time as may be permitted or required by law. If for any reason we do not grant you access, we will provide you with written reason(s). If you wish to obtain a copy of any Information in your file, we will let you know before hand if there will be a charge for this service.

PRIVACY CODE

To obtain more Information about our policies and procedures in protecting your privacy, including how to request access and correction to your Information held by us, visit our website at www.americanexpress.ca/privacy or call us at 1-800-716-6661 or 905-474-9329 to request a copy of our Privacy Code.

LOYALTY OR REWARD PROGRAMS

Where any applicable loyalty or reward program is offered by someone other than American Express (a "Program Provider"), the terms and conditions of such programs, including the Program Provider's privacy policy, may be provided to you directly by the Program Provider.

LANGUAGE (FOR QUEBEC RESIDENTS ONLY)

In accordance with your application, you confirm that you wish the Agreement and all communication, including statements, notices and other documents from us and our affiliates to be in English until you otherwise advise us.

Vous confirmez que, conformément à votre demande, vous désirez que la convention et toutes communications, y compris les relevés, avis et autres documents, provenant de nous et de personnes morales de notre groupe, soient rédigés en anglais, sauf avis contraire de votre part.