



Guarantee of Payment Agreement for Individual Accounts

This document has been designed to assist the Guarantor when completing a Guarantee of Payment Agreement or Amending the Guarantee of Payment Schedule 1. All items needed to complete or amend the Guarantee are outlined below.

1. Guarantee of Payment Agreement Requirements

- (a) Cardmember/Applicant Information:
 - a. Corporate Card Account Number (not applicable to new applicants)
 - b. Last Name, First Name
- (b) Guarantor information
 - a. Full Legal name of Corporation
 - b. Signing Guarantor
 - c. Title
 - d. Date

Text within the Guarantees cannot be altered.

2. Guarantee of Payment Agreement Schedule 1 Amendment Requirements for Clients with an existing Guarantee

- (a) Cardmember/Application Information:
 - a. Last Name, First Name
 - b. Corporate Card Account Number
- (b) Guarantor information:
 - a. Full Legal name of Corporation
 - b. Signing Guarantor
 - c. Title
 - d. Date

3. Contact Information

Guarantee of Payment Agreements and Guarantee of Payment Agreement Schedule 1 Amendments should be sent to:

Amex Bank of Canada
2225 Sheppard Avenue East, Suite 100
Toronto, Ontario
M5J 5C2

If you have any additional questions, please contact your Corporate Account Administrator.

Guarantee of Payment Agreement for Individual Accounts

The undersigned business entity (together with its successors and permitted assigns, the “**Guarantor**”), as an inducement to Amex Bank of Canada (together with its successors and assigns, “**American Express**”) to issue American Express® Corporate Cards (referred to herein, together with any renewal or replacement thereof, as “**Corporate Cards**”) to those persons (“**Designated Corporate Cardmembers**”) specifically listed on Schedule 1 to this Guarantee as such Schedule may be amended, restated, supplemented or replaced from time to time, if applicable, by Guarantor, as each may be amended from time to time, hereby absolutely and unconditionally guarantees to American Express, the full and complete payment when due, or upon demand by American Express, of all amounts owing to American Express by the Designated Corporate Card Members, including, without limitation, purchases, cash advances, fees, American Express® Travelers Cheque encashments and delinquency assessments, charged to Corporate Cards (collectively, “**Charges**”) issued to Designated Corporate Cardmembers. Charges shall also include any fraudulent charges for which Guarantor has assumed liability pursuant to the agreement between American Express and Guarantor that governs Guarantor’s participation in the Corporate Card Program (the “Corporate Card Account Agreement”). Guarantor understands that, unless the applicable Corporate Card is canceled by Guarantor, the Designated Corporate Cardmember or by American Express renewal Corporate Card(s) will automatically be issued to each Designated Corporate Cardmember on a periodic basis. This Guarantee shall remain in full force and effect until (i) terminated with respect to an individual Designated Corporate Card Member by Guarantor in accordance with the terms of this Guarantee, or (ii) the satisfaction of all outstanding Charges. Nothing but payment and satisfaction in full of the Charges shall release Guarantor from its obligations under this Guarantee. Solely for purposes of clarification and not to limit the coverage hereunder, this Guarantee shall relate to a Designated Corporate Cardmember so long as a Corporate Card is issued in such Designate Corporate Cardmember’s name, regardless of the commercial card and related account(s) designated to such Designated Corporate Cardmember.

This Guarantee shall be a continuing guarantee, shall cover all the Charges, and shall apply to and secure any ultimate balance due or remaining unpaid to American Express. Guarantor agrees that its liability hereunder shall not be released, diminished, impaired, reduced or affected in any way by any release or partial release of the liability of any Designated Corporate Cardmember for the payment of any part or all of the Charges; any neglect, delay, omission, failure, or refusal of American Express to take or prosecute any action for the collection of the Charges; or any modification or amendment of any other agreement in connection with any Corporate Cards. Guarantor expressly waives acceptance by American Express of this instrument, presentment, notice of demand for payment, dishonour, non-payment and all other notices of any kind in bringing and prosecuting any action on the Charges, and diligence in connection with the collection of the Charges. Guarantor acknowledges that it has satisfied itself and it is not relying upon American Express in respect of any information with respect to this Guarantee and any agreements related thereto.

Guarantor unconditionally and absolutely guarantees the payment of the full amount of the Charges and any delinquency charges and all legal fees, court costs and other costs and expenses incurred by American Express in connection with the collection of the Charges, regardless of any act or omission of American Express or any party with reference to any part of the Charges, and kind to any party in connection therewith. Guarantor agrees that American Express shall not be liable or accountable in any respect, or shall Guarantor have a right of recourse against American Express by reason of any act or omission of the part of American Express in connection with herewith.

Guarantor agrees that American Express shall in no way be obligated to bring or prosecute any action against any Designated Corporate Cardmember for any payment of the Charges or make any demand on any Designated Corporate Cardmember or to exhaust its remedies against any Designated Corporate Cardmember or to give any notice of any kind to any party in connection therewith. American Express shall not be liable or accountable in any respect, nor shall Guarantor have a right of recourse against American Express by reason of any act or omission on the part of American Express in connection with any of the matters mentioned herein.

The liability of Guarantor shall continue and be binding on Guarantor, and as well after as before default and after and as before maturity of this Guarantee, until all the Charges are fully paid and satisfied, and regardless of: (i) whether any other person or persons (an **“Additional Guarantor”**) shall become in any other way responsible to American Express for, or in respect of, all or any part of the Charges; (ii) whether any such Additional Guarantor shall cease to be liable; (iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest securing the Charges, or the validity or enforceability of any of the Charges; (iv) any reorganization of Guarantor or the amalgamation of Guarantor with one or more other corporations or the sale of Guarantor’s business in whole or in part to one or more other persons; or (v) whether any payment of any of the Charges has been made and where such payment is rescinded or must otherwise be returned upon the occurrence of any action or event, including the insolvency or bankruptcy of any Designated Card Member or Guarantor or otherwise, all as though such payment had not been made. This Guarantee shall not be determined or affected, or the rights of American Express under this Guarantee prejudiced by, the termination of any of the Charges, by operation of law or otherwise, including without limitation, the bankruptcy or insolvency of guarantor. The rights and remedies provided in this Guarantee are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

The Guarantee may be terminated by Guarantor, in its entirety or with respect to any individual Designated Corporate Cardmember, by giving 30 days’ prior written notice by registered mail, return receipt requested, air courier, or overnight delivery to Amex Bank of Canada, 2225 Sheppard Avenue East, Suite 100, Toronto, Ontario M5J 5C2, Attention: Corporate Services. Guarantor shall remain liable hereunder for payment in full for all Charges incurred on or before the thirtieth day after American Express receives such termination notice at the above-specified address.

American Express may make demand in writing to Guarantor at any time and from time to time, each such written demand to be accepted by Guarantor as complete and satisfactory evidence of non-payment or non-performance of the Charges by the Designated Corporate Cardmember. Guarantor shall pay to American Express such amount or amounts payable under this Guarantee immediately upon such written demand. No limitation period under the Limitations Act, 2002 (Ontario) shall expire earlier than the second anniversary of the date on which demand for payment of the Charges under this Guarantee is made in accordance with the Provisions of this Guarantee.

Guarantor hereby represents and warrants that (i) it has undertaken any and all required corporate action including, without limitation, any necessary company resolutions required to make this Guarantee binding on Guarantor, its successors and assigns, (ii) that this Guarantee, when executed by Guarantor, shall be binding upon Guarantor, its successors and assigns, and (iii) that the individual executing this Guarantee has the power and authority to execute such documents and bind Guarantor hereto. Guarantor hereby authorizes American Express to obtain and receive credit information about it.

This Guarantee is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to this Guarantee.

Guarantor acknowledges and agrees that Guarantor has no defense whatever to any suit, action, or proceeding at law or otherwise, that may be instituted on this Guarantee. Guarantor hereby waives any defenses arising by reason of any disability or other defense of any Designated Corporate Cardmembers or by reason of cessation from any cause whatsoever of the obligations of any Designated Corporate Cardmembers. Guarantor agrees to indemnify, defend and hold harmless American Express, its officers, directors, employees, affiliates and subsidiaries from and against any loss, cost, or expense arising with respect to this Guarantee.

Guarantor shall give such further assurances and do, execute and perform all such acts, deeds, documents (including assignments) and things as may be required to give American Express the full benefit and effect of, or intended by, this Guarantee.

American Express shall be entitled to assign all of its rights under this Guarantee. This Guarantee shall extend to and ensure to the benefit of the successors (including any successor by amalgamation) and assigns of American Express, and shall be binding upon Guarantor and the successors (including any successor by amalgamation) and permitted assigns of Guarantor. This Guarantee may be executed and delivered by facsimile or by other electronic form and all such facsimiles shall together constitute one and the same agreement.

Guarantor acknowledges and agrees that it is not eligible to and shall not waive its liability for any Charges under American Express' Waiver of Liability policy. To the extent that the provisions of this Guarantee conflict with the provisions of the Agreement between American Express and Guarantor which governs Guarantor's participation in the Corporate Card program, or any other agreement between American Express and Guarantor, or any agreement between American Express and any Designated Corporate Cardmembers, the provisions of this Guarantee shall govern.

By signing below, Corporation agrees to all the terms and conditions in this application.

Guarantor: _____
(Full legal name of Corporation)

Date: _____

By: _____
Authorized Signature

Name: _____

Title: _____
(Please print or type)



Schedule 1 – Guarantee of Payment Agreement for Individual Accounts

Guarantor hereby agrees that the employees of Guarantor specified below shall be deemed to be Designated Corporate Cardmembers for purposes of the Guarantee.

This Schedule 1 and related Guarantee shall be deemed amended solely upon the receipt by American Express of a fully executed revised Schedule 1 Amendment, signed by a duly authorized representative of Guarantor. A Designated Corporate Cardmember will be removed from Schedule 1 and the Guarantor absolved of the liability set forth in the Guarantee with respect to the removed Designated Corporate Cardmember within thirty days of the receipt by American Express of a fully executed Request for Removal, executed by a duly authorized representative of Guarantor, and upon the satisfaction of all outstanding Charges incurred by such Designated Corporate Cardmember.

Last Name	First Name	Corporate Card Account Number (not applicable to new applicants)

Guarantor: _____
(Full legal name of Corporation)

Date: _____

By: _____
Authorized Signature

Name: _____

Title: _____