

American Express Corporate Cash Company Agreement

Combined Liability – New Zealand

CORPORATE CASH AGREEMENT

Please forward to: American Express International (NZ), Inc.
Fax: 0800 005 557 or 612 9271 1151
Mail to: PO Box 4005, Shortland Street,
Auckland 1140

By signing below, the Company agrees to the American Express Cash Terms and Conditions (attached). Please keep a copy of the Terms and Conditions and return this form to American Express.

COMPANY INFORMATION

Company Name
(*the Company')

Company Address

Suburb

City

Postcode

Company registration No.

Corporate ID

Program Administrator

First Name

Last Name

Telephone Number

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PROGRAM ENROLMENT

Please enrol the Company in the Corporate Card Cash Facility which allows nominated Card Members to obtain cash

Card Member Enrolment

To enrol the Company's Card Members in the Cash Facility, each Card Member must complete an enrolment form authorised by the Company and return it to American Express at the address listed above.

Cash Limits

Unless specified on the Card Member enrolment form, each Card Member will be limited to obtain Cash to the value of NZD\$1500 every 7 days both in New Zealand and overseas. In any case the maximum amount that can be obtained is NZD\$1500 every 7 days.

COMPANY AUTHORISATION

Signed for and on behalf of the Company by the Authorised Signatory

First Name

Last Name

Position Held in Company

Authorised Signatory

X

Date DD / MM / YYYY

Please keep the attached Terms and Conditions for your reference.

These Terms and Conditions cover your participation in the Corporate Cash program offered by American Express (the 'Program'). These Terms and Conditions supplement the American Express Company Terms and Conditions ('Account Agreement'), which govern your use of the Corporate Card. By using the Program, you are agreeing to these Terms and Conditions and American Express Company Terms and Conditions. If you do not accept any of these Terms and Conditions, please notify us at once and return the documentation we have sent you.

The Program enables you to use the Card to obtain cash from the Card Account from ATMs operated by Banks or other organisations that participate in the Program. The Program can only be used to obtain cash for business purposes.

Definitions

Expressions used in the Account Agreement have the same meaning in these Terms and Conditions. In addition, "Bank" means the bank or other institution that operated an Automated Teller Machine ("ATM"). "Card Account" means the Corporate Card account opened in the name of the Company with us. "PIN" means your Personal Identification Number. "Unauthorised Charges" are Charges that did not benefit either you or the Company and which were incurred by someone who was not the Card Member and who had no actual, implied or apparent authority to use the Card or Account.

The parties agree as follows:

1. You, through your authorised officer, request that:

- (a) the Corporate Card Members:
 - (i) designated on the Cash Card Enrolment Form; and/or
 - (ii) notified by the Company to American Express from time to time in a format acceptable to us;
 be enrolled in the Program; and
- (b) American Express issue a PIN to each Corporate Card Member so designated.

2. Use of the Card

- (a) To protect any PIN approved by us to be used on your Card, please make best endeavours to ensure that any Card Members:
 - memorise the PIN;
 - destroy our communication informing them of the PIN (if applicable);
 - do not write the PIN on the Card;
 - do not keep a record of the PIN with or near the Card details;
 - do not tell the PIN to anyone;
 - if they select a PIN, do not choose a PIN that can easily be associated with them such as their name, date of birth or telephone number; and
 - take care to prevent anyone else seeing the PIN when entering it into an ATM or other electronic device.
- (b) The amount of any cash obtained from an ATM ('Cash Withdrawal') and the amount of any related fees or charges imposed in connection with the obtaining of any Cash Withdrawal ('Related Charges') shall be charged on the Account and shall constitute 'Charges' pursuant to the Account Agreement.
- (c) Cash Withdrawals and Related Charges will be listed separately on the monthly statement of Charges.
- (d) The amount of any Cash Withdrawal and/or Related Charges will be due and payable in full upon receipt of the monthly statement of Charges.
- (e) If you make a Charge in a currency other than New Zealand dollars, that Charge will be converted into New Zealand 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 New Zealand dollars. If the Charge is in U.S. dollars, it will be converted directly into New Zealand dollars.
- (f) 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 once by a conversion commission of 2.5% or as otherwise disclosed by us.
- (g) Unless a specific rate is required by applicable law, you understand and agree that if Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them and may include a commission selected by them.
- (h) We will impose a charge of 3% of the amount withdrawn for each Cash Withdrawal obtained at an ATM operated by American Express (including terminals installed at a Company's site) or by a participating bank or financial institution.

3. Liability

- (a) You will instruct each Corporate Card Member that Cash Withdrawals may be obtained only for business purposes and the Card Members must complete and agree to the Card Member Terms and Conditions attached to the Card Member Application form.
- (b) Subject to Clause 3(c) below, the Company and each Card Member shall be jointly and severally liable for all Charges incurred by the Card Member; provided, however, that the Company shall not be liable for Charges (i) incurred by the Card Member that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed the Card Member.
- (c) You are not liable for Unauthorised Charges on any Card except in the following circumstances:
 - (i) you and/or the Card Member breached the terms of your Agreement with us; and/or
 - (ii) you or the Card Member contributed to, or were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
 - (iii) you or the Card Member have delayed notifying us as required under sub-clause (d), in which case you will be liable for all Unauthorised Charges until you or the Card Member did notify us.
 By way of example, if you or the Card Member gave away your Card and/or PIN to another person to use or otherwise acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.
- (d) You agree to notify us if any Designated Employee and/or Card Member's authority to incur Charges on your behalf terminates or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a PIN, or if a Card is at risk of being misused.
- (e) You are liable to pay us for all Charges incurred from the date a Card Member's authority to incur expenses on your behalf is terminated through to the date we receive notification from you of that termination.
- (f) You may at any time request we cancel the enrolment of any Corporate Card Member in the Program.
- (g) We are entitled and authorised to rely upon the information received from the Company authorising American Express to enrol Corporate Card Members in the Program and any updated additions and/or deletions to that information that we may receive from you. Such updates will be in the format approved by American Express. The Company agrees to indemnify and hold American Express harmless against any loss or damage caused to American Express as a result of its reliance on such documents.

4. General

- (a) If there is any inconsistency between the Account Agreement and these Terms and Conditions, then these Terms and Conditions shall prevail.
- (b) We reserve the right to decline the approval of enrolment of any person where we have information which suggests that such person would pose an unwanted credit risk to us, or for any other reason at our sole discretion.
- (c) The Company's recourse against American Express and its agents in respect of any action or inaction by American Express or its agents in connection with the Program shall be limited to reimbursement of any amounts improperly charged to the Corporate Card Account and neither American Express nor its agents shall in any event have any further or additional obligations or liabilities to the Company. To the maximum extent permitted by law, all warranties, guarantees and similar assurances, express or implied of any kind are excluded.
- (d) The limit and validity period of the total amount of Cash Withdrawals which a Card Member may obtain using the Program is determined by us. Other limits may be imposed at our discretion based on the status of the Account. The bank or financial institution which operates a terminal may impose its own transaction limits for security reasons or otherwise.
- (e) We may change these Terms and Conditions at any time and we will use our reasonable efforts to notify you of such changes. You will be bound by any such change if you subsequently use the Program. If you cancel your participation because of any change, you will still be liable for amounts obtained through the Program (including fees) before cancellation.
- (f) These Terms and Conditions are governed by the laws of New Zealand.