



Agreement Between Corporate Defined Expense Program Card Member and American Express Travel Related Services Company, Inc.

FDR# 997121



Welcome to the American Express® Corporate Defined Expense Program (“CDEP”)

Read this Agreement thoroughly before you sign or use the enclosed American Express® Corporate Defined Expense Program Card, Relocation Card or Corporate Purchasing Card or other Card (each, a “CDEP Card”) issued to you under your Company’s CDEP Program (as defined below). By signing, using and/or accepting the CDEP Card, you will be agreeing with us to be subject to and bound by everything set forth in this Agreement. Your use of the CDEP Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the CDEP Card in half and return the pieces to us. If you do sign the CDEP Card, you should not use it before the valid date or after the expiration date printed on the face of the CDEP Card.

1) Definitions

As you read this Agreement, remember that the words “you”, “your” or “CDEP Card Member” mean the person named on the enclosed CDEP Card. The words “American Express”, “we”, “our” and “us” refer to American Express Travel Related Services Company, Inc. The word “Company” means the entity in whose name your CDEP Card account is opened and whose name appears, in most instances, on the CDEP Card under your name. The “CDEP Program” means the corporate payment program in which your Company is enrolled and participating, as identified on the face of the CDEP Card you have received.

2) Use of CDEP Card

You have been designated by the Company to receive a CDEP Card. You agree to use the CDEP Card solely for commercial business purposes in accordance with this Agreement and with Company policy. You may use the CDEP Card only in the U.S. at U.S. merchants. You should use the CDEP Card to purchase only those goods and services designated by the Company and within the limits set by the Company in its policies. If you have any questions concerning these policies, you should contact the administrator of your CDEP Card account at the Company (“Program Administrator”). No other person is permitted to use this CDEP Card for Charges, identification, or for any other reasons. If you voluntarily allow another person to use the CDEP Card or relinquish possession of it, you will be liable for all Charges incurred by that person to the extent permitted by applicable law. A spending limit and expiration date have been placed on the CDEP Card at the request of your Company and you have been notified in writing by your Program Administrator of such limits. You agree that you will not resell or return for a cash refund any goods or services obtained with the CDEP Card. You may return any item to an establishment that accepts the CDEP Card for credit to your CDEP Card account, if that establishment permits such returns. We reserve the right to deny authorization for any Charge.

3) Charges

All amounts charged to your CDEP Card account, including, without limitation, purchases, cash advances and fees are called “Charges”. “Charges” also include any purchases for which you have evidenced an intent to incur a charge, regardless of whether you have signed a charge form.

4) Problems with Goods and Services

Unless required by law, we are not liable for any problems you may have with any goods or services you purchase using the CDEP Card, and, if you have a dispute with an establishment that accepts the CDEP Card, you must settle the dispute directly with such establishment. Without limiting any of the foregoing, if we credit your CDEP Card account for all or part of any Charge on the CDEP Card, we automatically succeed to, and you are automatically deemed to assign and transfer to us, any 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 your CDEP Card account. You further agree that you will not, without our prior written consent, pursue any claim against, or reimbursement from, such third party for the amount that we credited to your CDEP Card account, and that you will cooperate with us if we decide to pursue the third party for the amount credited. We are not liable for any establishment’s refusal to accept the CDEP Card or for any other problems you may have with such establishment.

5) Corporate Express Cash

If your CDEP Card is (a) an American Express® Corporate Defined Expense Program Card or (b) a Relocation Card, in each case, as permitted by your Company, you may be able to enroll in the “Corporate Express Cash” program to obtain cash at ATM dispensing machines. We will have a separate agreement with you concerning use of the CDEP Card in connection with that program.

6) Lost or Stolen CDEP Cards

You agree to notify us immediately if the CDEP Card is lost or stolen, or if you suspect it is being used without your permission.

7) Active CDEP Cards; Renewal and Replacement

The CDEP Card will be active until the earlier of (a) the expiration date printed on the face of the CDEP Card or (b) the date on which the spending limit reaches \$0. Upon the occurrence of either event, the CDEP Card will become inactive and no further transactions will be authorized. Notwithstanding the foregoing, transactions for which a merchant requests authorization prior to the expiration date, but which are not submitted by the merchant until after the expiration date, will still be considered Charges. In addition, transactions that are not processed by a merchant in real time and that cause the spending limit to be exceeded will also be considered Charges. If your CDEP Card is (a) an American Express® Corporate Defined Expense Program Card or (b) a Relocation Card, fees related to cash advance transactions may also be processed following the actual cash transaction; however such fees will not cause a spending limit to be exceeded. The CDEP

Card will not be renewed or replaced, except upon request to us by the Company. You will be notified by your Program Administrator of any changes to the expiration date or spending limit on your CDEP Card.

8) Changing this Agreement; Assignment

We have the right to change this Agreement at any time. We will notify you of any such changes. We will consider that you have accepted such changes if you keep or use the CDEP Card after you receive our notice. If you do not accept the changes, you may terminate this Agreement by cutting the CDEP Card in half and returning the pieces to us. We may assign this Agreement at any time without notice.

9) Benefits and Services

Subject to applicable law, we reserve the right to add, modify or delete any benefit or service offered with the CDEP Card at any time without notice to you. Availability of benefits is subject to the internal policies of your Company.

10) The CDEP Card Remains Our Property; Cancellation

We can revoke your right to use the CDEP Card at any time with or without cause, and without giving you notice. We may inform establishments honoring the CDEP Card that the CDEP Card issued to you has been revoked or cancelled. If we revoke the CDEP Card or it expires, you must return it to us upon our request. Also, if the Company or an establishment that accepts the CDEP Card asks you to surrender an expired or revoked CDEP Card, you must do so. You may not use the CDEP Card after it has expired or after it has been revoked.

11) Telephone Monitoring

You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

12) Information Provided to Affiliates

You authorize American Express, its affiliates and licensees to exchange business and consumer credit reports about you. You may direct us not to share with our affiliates and licensees certain information (other than transaction or experience information) about you or your CDEP Card account by writing to us at: American Express, P.O. Box 981540, El Paso, TX 79998-1540. Please include your CDEP Card account number in your written notice.

13) Privacy Act of 1974 Notification

American Express has entered into contracts that enable the CDEP Card to be accepted at certain U.S. federal government agencies and departments (“Agencies”). As with CDEP Card transactions at commercial establishments, when you choose to use your CDEP Card at an Agency, certain Charge information is necessarily collected by American Express. Charge information from Card transactions at Agencies may be used for processing Charges and payments, billing and collections activities and may be aggregated for reporting, analysis and marketing activities. Additional “routine uses” of Charge information by Agencies are published periodically in the U.S. Federal Register.

14) Use of CDEP Card Account Information

a) We use data about your CDEP Card account to provide reports to your Company. We may exchange information about you, your CDEP Card account and Charges on your CDEP Card account (including details of goods or services purchased) (the “Data”) with American Express affiliates and licensees, including their agents, processors and suppliers; with your Company or its subsidiaries, parent and/or affiliated companies, including their respective agents and processors; with any party authorized by you; with companies who distribute the CDEP Card; with any other party whose name or logo appears on the CDEP Card; and with merchants (“Service Establishments”) used by you, in each case in order to administer and service your CDEP Card account, process and collect Charges on it and manage any benefits, insurance, travel or other corporate programs in which you or your Company are enrolled, and for any other lawful purpose. If you purchase goods and/or services on behalf of a third party, you must obtain that third party’s consent to the disclosure of its information to us for these purposes. In addition, Data created as the result of your use of the CDEP Card at certain Service Establishments, including hotel and car rental locations (collectively, “Rental Locations”), may be used by your Company, the Rental Location, and/or American Express and its affiliates and licensees, including their agents, processors and suppliers, to enable your Company to effectively manage its business expense policy. Your use of the CDEP Card at any such Rental Location shall constitute your consent to the use of your Data as described in this Section 14

b) If you have arranged for certain merchants to store your Corporate Card number and expiration date (so that, for example: the merchant may charge your account at regular intervals; or you may make charges using that stored card information), we may, but are not required to, tell these merchants if your expiration date or card number changes or if your account is cancelled. You must notify these merchants directly if you would like them to stop charging your Corporate Card.

15) Mailing Lists

We may use information you have provided to us on your initial application and in surveys, information from how you use the CDEP Card and information from external sources, including consumer reports, for marketing activities (including mailing lists) by American Express and its affiliates. We may also use information derived from how you use the CDEP Card and non-credit information available from public sources to develop mailing lists which are used to develop offers





you may receive from American Express and its affiliates in conjunction with our partners and service providers. If at any time you wish to have your name and address removed from such lists, please call 1-800-297-8378.

16) Electronic Notice

Billing statements, notices (which include changes to this Agreement), disclosures, additional copies of this Agreement, if requested, and other communications (collectively, "Communications") may be sent to you electronically or made available online. You must maintain a valid billing address and phone number in our records for your CDEP Card account. You also agree that, where permitted by law, we may send Communications to your Company or your Company's designated representative concerning accounts that are billed to and paid by your Company, in which case, Communications to your Company or your Company's designated representative about such accounts, your Card or this Agreement will be deemed to be Communications from us to you.

17) Governing Law

This Agreement is governed by the laws of the State of New York (without regard to internal principles of conflicts of law) and applicable federal law.

18) CLAIMS RESOLUTION

Most customer concerns can be resolved by calling our customer service department at the number listed on the back of your Card. In the event our customer service department is unable to resolve a complaint to your satisfaction, this Section 18 explains how Claims (as defined below) can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

For purposes of this Section 18, "us" includes any corporate parents, subsidiaries, affiliates or related persons or entities. "Claim" means any current or future claim, dispute or controversy relating to your CDEP Card account(s), this Agreement or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. "Claim" includes, but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a Claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a "Claim Notice") to each party against whom a Claim is asserted, in order to provide an opportunity to resolve the Claim informally or through mediation. Go to americanexpress.com/claim for a sample Claim Notice. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and CDEP Card account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the Claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice to the other party. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration as a means of Claim resolution.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any Claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a Claim Notice to the other party. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect at the time the Claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to (a) another arbitration organization if you and we agree in writing or (b) an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has

been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Card Members or other persons similarly situated.

The arbitrator's authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision in this Agreement and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your Claim.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a Claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This Section 18 will survive termination of your CDEP Card account, voluntary payment of your CDEP Card account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your CDEP Card account (in the case of a sale, its terms will apply to the buyer of your CDEP Card account). If any portion of this Section 18, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Section 18.

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