

The American Express® Corporate Card Agreement

The American Express Corporate Card (“the Card”) from Nations Trust Bank is issued to the Cardmember(s) by the Nations Trust Bank (“the Bank”) upon the application of the Applicant company (“the company”). All terms used in this agreement shall bear the same meaning assigned to such term(s) in the American Express Cardmember agreement unless the context require otherwise.

Participation in the Corporate Card Program of Nations Trust Bank is subject to the following terms and conditions.

1. The Card

- 1.1 The Card is the property of the bank and will be returned to the Bank immediately by the company or Cardmember(s) upon the Bank’s request.
- 1.2 The Bank will at its absolute discretion and without prior notice and reason withdraw any Card(s).

2. Delivery and Use of the Card

- 2.1 The Cardmember(s) will sign the Card immediately upon receipt and will not permit any other person(s) to use it and will at all times safeguard the Card and keep it under the Cardmember(s) control.
- 2.2 When the Card(s) is accepted by the Cardmember(s), the Cardmember(s) should acknowledge receipt immediately and is required to produce proof of his or her identity on receipt of the Card. All new and renewal Cards may be couriered to the Cardmember(s). The Cardmember(s) at his or her discretion may authorize a third party in writing to accept or collect the Card(s) on his or her behalf and the company or member will be liable for all charges incurred on the Card from the time the Card is accepted by the member or the person authorized on his or her behalf. When a Card is couriered to an overseas address the Bank may Levy a handling fee at a rate to be determined by the Bank.

- 2.3 Where the company maintains an account with the bank, all the terms in the account opening mandate given to the bank by the company as amended from time to time shall form an integral part of the agreement to the extent not inconsistent with these terms. The authorized signatories of the company's account with the bank shall be authorized to give instructions to the bank on behalf of the company on any and all matters relating to the Card facility.
- 2.4 The company or the Cardmember(s) will be jointly and severally liable for all Credit Card facilities granted by the bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this agreement.
- 2.5 The Bank shall assign to the company, a Corporate Credit Limit which shall be subject to review from time to time and which the company should allocate, amongst the Cardmember(s), which will be replenished on a monthly basis irrespective of payments received. The allocation of the individual limits are subject to the Bank's approval. The company undertakes to ensure that the aggregate of individual credit limits assigned by it to Cardmember(s) shall not exceed the Corporate Credit Limit.
- 2.6 In computing whether the credit limit has been exceeded the bank shall take into account the amount of any Card transactions not yet debited to the Card Account and of any authorization given by a bank to a third party in respect of a prospective Card Transaction(s).

3. Billing and Payments

- 3.1 A monthly consolidated statement will be sent to the company at the end of the Billing Period (the Billing Period") which is the statement date ("the Statement Date") with the details of the total amount outstanding on the Card Account ("the Total Outstanding") the Minimum Payment Due ("the Minimum Payment Due") from the Cardmember(s) or the company in respect of the Total Outstanding and the date by which the payment must be made to the bank ("the Payment Due Date"). The minimum amount due also includes any unpaid Minimum

Amount Due from previous Billing Period(s). Any payment to the bank will only take effect when received at the address notified by the bank and credited to the Card Account.

- 3.2 The company or the Cardmember(s) hereby agrees to settle the outstanding reflected in the consolidated statement which includes outstanding balances of the Cardmember(s), on the payment due date by cash or cheque or by direct debit from the company account notwithstanding that doing so may result in an overdraft or an increase in overdraft. The following additional terms and conditions shall also apply.
- i. The company agrees that the bank reserves the right to determine the priority of any such standing instructions against cheques presented or any other arrangement made with the bank.
 - ii. In case of insufficient balance in the Settlement Account, the bank at its discretion may grant overdrafts from time to time to cover transactions arising from card usage. The company is bound to pay on demand all outstanding amounts together finance charge accrued thereon, at the rate to be determined by the bank from time to time.
 - iii. The company agrees that any amendments and cancellations to any such standing instructions should reach the bank at least two weeks before the next Payment Due Date.
- 3.3 Payment made by the company or the Cardmember(s) to the bank in respect of the Card Account will be applied by the bank in or towards payment of the Cardmember's or the company's joint liability to the bank under these terms and conditions in such order as the bank may decide.
- 3.4 A charge that is made in a foreign currency other than US dollars will, when the conversion is done by American Express, be converted into US Dollars before being converted into the billing currency. For foreign charges converted by American Express, a conversion factor of

1.5% will be added to the converted amount. The Bank will convert all overseas transactions into the billing currency, using the prevailing USD or LKR exchange rate maintained by the Bank.

- 3.5 As purchase and refunds of air tickets are two separate transactions, the company or the Cardmember(s) will have to pay for the purchase of the ticket as per the billing. For any ticket subsequently cancelled, the refund will only be credited to the Card Account (less cancellation charges) as and when received from the airline. The company or the Cardmember(s) will be liable for any exchange loss which may result from the above.
- 3.6 The company or the Cardmember(s) shall examine each statement issued in respect of the Card Account and shall notify the Bank's Card Centre of any alleged error therein within 20days from the statement date. After such period, the statement and the entries therein (except for alleged error so notified) shall be conclusively considered as correct between the bank and the company or the Cardmember(s).
- 3.7 All statements will be sent by normal post to the latest address provided to the bank in writing and shall be deemed to have been received within 48 hours of posting.
- 3.8 A handling fee for the photocopy of Card Statement would be debited to the Card Account at a rate which will be determined by the bank from time to time.
- 3.9 Notwithstanding any of the provisions of this agreement to the contrary, the company and each Cardmember(s) shall be jointly and severally responsible without limitation for payment to the bank of all amounts debited to the Card Account notwithstanding that the company's Corporate Credit Limit may be exceeded or that any such debits may have arisen as a result of actions of the Cardmember(s) without the company's authority or that the Card has been used in breach of any other conditions contained herein PROVIDED ALWAYS that the bank hereby agrees to waive its rights against the company (but not the Cardmember) on charges incurred by a Cardmember(s)

without the company's authority at any time after the expiration of 60 days following the receipt by the bank of written notice that the Cardmember's employment of the company has been terminated together with the return of the card, cut in two.

4. Fees and Charges

- 4.1 The company or the Cardmember(s) agrees to pay the bank's membership fee for every Corporate Card. Fees will be debited to the Card Account when due and are not refundable. This will be an annual payment.
- 4.2 If the company or the Cardmember(s) fails to pay to the bank the total outstanding by the payment due date, a late payment fee and a finance charge will be charged at a rate to be determined by the bank and notified to the company or the Cardmember(s) from time to time.
- 4.3 The bank shall charge the company or the Cardmember(s) and debit the Card Account a handling fee at a rate to be determined by the bank if any cheques or other payment order issued or presented by the company or the Cardmember or any party, to the bank is not honored for payment for any reason whatsoever. This charge will be in addition to any postage charges that may be charged by the bank.
- 4.4 A Cash Advance Fee or Handling fee will be charged on all cash advances and debited to the Card Account at a rate to be determined by the bank and notified to the company or the Cardmember(s) from time to time. All payments made by the Card for Travelers Cheques, Drafts and Telegraphic Transfers will also be treated as Cash Advances and are subject to above charges.
- 4.5 An overlimit fee at a rate to be decided by the bank and notified to the company or the Cardmember(s) will be charged if the assigned credit limit is exceeded at any point in the billing period. For this purpose the amount of any bank charge will also be considered, when computing whether the credit limit has been exceeded.

- 4.6 A retrieval fee for the photocopy of sales draft will be debited to the Card Account at a rate which will be determined by the bank and notified to the company or the Cardmember(s).
- 4.7 Statutory charges which may be amended from time to time will be charged to the Card Account without prior notification to the company or the Cardmember(s).
- 4.8 Details of the finance charges and other charges applicable to the Card and its use are available at any of the bank's branches in the country or a copy may be obtained directly from the Card Centre (104 Dharmapala Mawatha. Colombo 07). The charges and the fees referred to here may also be modified by including such charges in the statement.

5. Use of Automated Teller Machines and Pins

Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ("ATM"), Point of Sale Terminals ("POS") terminals or otherwise, the use of such facility will be subject to the bank's ATM terms and conditions a copy of which is available upon request from any branch of the bank, in addition to these terms and conditions.

6. Termination

- 6.1 The company may terminate this agreement at any time by written notice to the bank accompanied by the return of the Cards, the Cards should be cut in four.
- 6.2 The bank may terminate this agreement at anytime without prior notice and without showing cause by canceling or failing to renew the Cards. On being notified that the bank has terminated this agreement, the company will return the Cards to the bank. The Cards should be cut in four.
- 6.3 Any termination of this Agreement or cancellation of any Card (whether at the company's or Cardmember's request or otherwise) shall be without prejudice to the liability of the company and any Cardmember(s)

in respect of the use of the Card pending settlement of the outstanding balances on each Card Account.

6.4 The whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card Transactions effected and not yet charged to the Card Account shall become immediately due and payable in full to the bank;

- i) Where the company is sole proprietorship, on the proprietor's bankruptcy or death
- ii) Where the company is a limited liability company, if a resolution is passed or an order is made for the company's winding up or if a receiver is appointed over all or any part of the company's undertaking.
- iii) Where the company is a partnership, if the partnership is dissolved.
- iv) At the bank's discretion if the company is in breach of any of these terms and conditions.

6.5 The company or the Cardmember(s) shall be responsible for setting any outstanding on the Card Account and shall keep the bank indemnified against all costs, charges (including legal fees) and expenses incurred in recovering such outstandings. Pending such repayment, the bank will be entitled to continue to charge finance charges at its prevailing rate(s).

6.6 Notwithstanding the termination of this agreement by either party the company or the Cardmember shall continue to be liable for all further charges incurred through the use of the Card.

7. Loss of the Card

7.1 The loss or theft of the Card should be reported by the company or the Cardmember(s) immediately upon discovery of loss or theft by telephone or fax to the bank's Card Centre. In such case the telephone or fax message shall be confirmed in writing forthwith under the hand of the Cardmember(s). The Cardmember(s)

and the company shall be liable for all amounts debited to the Card Account as a result of the unauthorized use of the Card until confirmation, of its loss or theft has been notified and later confirmed in writing to the bank. In the event the company or the Cardmember(s) recover the lost or stolen Card(s) the company or the Cardmember(s) shall return the recovered card (s) to the bank immediately.

- 7.2 The company or the Cardmember will give the bank all the information in the company's or the Cardmember's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the bank to assist the recovery of a missing Card.

8. Cardmember Particulars

- 8.1 The company will notify the Bank's Card Centre promptly in writing of any changes in the particulars submitted to the bank at the time of applying for the Card.
- 8.2 Any notice or correspondence given to the company or the Cardmember(s) by post shall be delivered to the latest address provided by the company or the Cardmember(s) to the bank in writing and shall be deemed to have been received within 48 hours of posting.

9. Authorization and Indemnity for Telephone and Facsimile Instructions

- 9.1 The company or the Cardmember(s) authorizes the bank to rely and act upon in accordance with any notice, instruction, demand or other communication ("the Instructions") which may from time to time be, or purport to be given by telephone, telex and facsimile by the company or Cardmember(s) or on his behalf, without any inquiry on the bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the instructions regardless of the circumstances prevailing at the time of receipt of the instructions.
- 9.2 The bank shall be entitled to treat the instructions as fully authorized by and binding upon the

company or the Cardmember(s) as the bank shall be entitled to take such steps in connection with or reliance upon the instructions as the bank may consider appropriate, whether the instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money or documents, or purports to bind the company or the Cardmember(s) to any agreement or other arrangement with the bank or with any other person or to commit the company or the Cardmember(s) to any other type of transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in terms and instructions.

- 9.3 In consideration of the bank acting in accordance with the terms of this authorization and indemnity the company or the Cardmember(s) thereby irrevocably undertakes to indemnify the bank and to keep the bank indemnified against all losses, claims, actions, procedures, demands, damages, cost and expenses incurred or sustained by the bank of whatever nature and howsoever arising out of or in connections with the instructions and the issue of credit cards to persons nominated by the company.
- 9.4 The terms of this authorization and indemnity shall remain in full force an effect unless and until the bank receives, and has a reasonable time to act upon, notice from termination from the company or Cardmember(s), save that such termination will not release the company or the Cardmember(s) from any liability under this authorization and indemnity in respect of any act performed in accordance with the terms of this authorization and indemnity prior to the expiry of such time.

10. Exemption and Exclusion

- 10.1 The bank accepts no responsibility for the refusal of any merchant establishment to honor or accept the Card, or to extend credit facilities including cash advances to the full and authorized credit limit.
- 10.2 The bank shall not be liable for any defect or deficiency in the goods or services rendered

or purchased by the use of the Card by the Cardmember(s). The bank shall not be responsible for statements, words, pictures or other representations made or contained in any advertisements, books, magazines, periodicals, mail order forms, brochures, or other documents in which goods or services are offered for sale or consumption. Complaints against the merchant should be resolved by the company or the Cardmember(s) with the merchant establishment and no claim by the Cardmember(s) against the merchant establishment will relieve the company or the Cardmember(s) from any obligation to the bank hereunder.

- 10.3 The bank shall not be liable in anyway to the company or the Cardmember(s) for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any ATM machine or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the bank or otherwise.
- 10.4 The bank may select a date each month as the statement date and a Payment Due Date, if the bank is unable to send a monthly statement to the company, the company or the Cardmember(s) liability shall continue including calculating interest due.
- 10.5 The bank shall be entitled to honor any sales draft, transaction record, credit voucher, cash disbursement draft or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed.
- 10.6 The Cardmember(s) will be covered for travel insurance if the Cardmember(s) charges the entire cost of an air ticket to the Card Account as per rules of the Insurance policy taken by the bank. The company or the Cardmember(s) specifically acknowledges that the insurance company will be solely liable for the payment of claims under this policy and will not hold the bank responsible whether for compensation, processing of claims or otherwise or in any manner whatsoever.

- 10.7 The company or the Cardmember(s) agrees that the bank's records and the statement of account of all transactions shall be conclusive and binding on the company or for all Cardmember(s) purposes.

11. Legal Action

If, for any reason, the company or the Cardmember(s) fails to comply with the terms and conditions of this agreement the bank may terminate this member agreement and proceed to recover all amounts outstanding thereunder. The company or the Cardmember(s) shall be responsible for all cost, charges and expenses incurred by the bank including legal fees on a fully indemnity basis.

12. Variations of Terms

- 12.1 The bank reserves the right to alter these terms and conditions (including without limitation to revise Fees and Charges imposed hereunder) from time to time upon notification to the company or the Cardmember(s) in any manner as it thinks fit (including without limitation by publication or such alteration in such places as the bank deems appropriate). The company or the Cardmember(s) will be deemed to have accepted without reservation such alteration upon using the Card after the date on which the same to take effect as specified in such notification. If the company or the Cardmember(s) do not accept such alteration, the Card must be returned to the bank for cancellation before the date upon which such alteration is to take effect.
- 12.2 The company or the Cardmember(s) will indemnify the bank (notwithstanding any termination of this agreement) against all Card transactions.

13. Disclosure of Information

The company or the Cardmember(s) the member authorizes the bank to disclose to such persons information concerning the company or the Cardmember(s) to the Card Account as the bank deems appropriate, necessary or desirable in connection with the provision of the services and the enforcement of any rights or performance of any obligations arising in respect of the Card Account.

14. Rights of Set-off

In addition to any general right of set-off or other rights conferred by law or under any other agreement, the bank may, without notice, combine or consolidate the outstanding balance on the Card Account(s) with any other Account(s) which the company or the Cardmember(s) maintains with the bank and set-off or transfer any money standing to the credit of such other Account(s) in or towards satisfaction of the company's or the Cardmember's liability to the bank under this agreement.

15. Effect of this Agreement

15.1 Notwithstanding the termination of this agreement, all provisions contained herein shall continue to have full force and effect against the company or the Cardmember(s) with respect to any Card Transactions entered into and liabilities of the Cardmember(s) incurred hereunder.

15.2 Each of these terms and conditions shall be severable and distinct from one another and if at anytime any one or more of such terms and conditions becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in anyway be affected thereby.

16. Law and Jurisdiction

This Agreement will be governed by and constructed in accordance with the laws of Sri Lanka and an appropriate court in Colombo would have jurisdiction to hear any matter arising out of this agreement.