

TERMS AND CONDITIONS AND PRIVACY

Annual Fees:

Basic Card: \$199; Supplementary Card(s): \$50 each. Charged on first statement after Card issued and once a year thereafter (regardless of card activation).

Other Fees:

1. Funds Advance: the greater of 3% of the amount of each funds advance, or \$0.75 which is the minimum fee
2. Dishonoured Payment Fee: \$25 each.
3. Points Reinstatement Fee: \$20 for each reinstatement through Online Services or \$30 for each reinstatement through other service channels (plus applicable taxes).

Foreign Currency Conversion:

1. Charges in a currency other than Canadian dollars will be converted into Canadian dollars on the date we process the charge. If the charge is not in U.S. dollars, it will first be converted to U.S. dollars and then into Canadian dollars. If the charge is in U.S. dollars, it will be converted directly into Canadian dollars. Unless required by law or used by custom, conversion rates are based on interbank rates selected from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of **2.5%** of each charge. Any conversion commission charged on the original charge will not be returned on a refund.

Except as otherwise noted, these fees and commission will be charged when they are incurred and will be included on the next statement.

As a charge card, the balance must always be paid in full each month in which case no interest charges will apply. Interest rate of 30% applies to each delinquent charge. The interest-free grace period is 28, 29, 30 or 31 days from the Closing Date of the current statement to the Closing Date of the next statement depending on the number of days in the calendar month in which the current closing date occurs.

The payment due date on the statement is set 6 days before the Closing Date to allow for payment processing by your financial institution.

TERMS AND CONDITIONS

You, as the basic applicant, and the company request Amex Bank of Canada (we, our, us) to issue a card or cards (cards) in your name by mail (or by courier) to the address you provided us or we will notify you of a location.

“Company” means the business named on the application.

We will provide you with a Cardmember Agreement (agreement), if your application is approved. If you sign, use or accept the cards, it means you accept the agreement. If you do not want to accept the agreement, you must return the cards. The place your agreement will be formed is the primary address in our records that you provided.

The date of your agreement is the date you sign or activate the card or use the account. This application incorporates all contact information relating to you that you have provided to us or authorized us to collect from third parties. Unless you cancel the account, we may send replacement cards.

You, as the basic cardmember, and the company agree to be jointly and severally (or in Quebec, solidarily) liable for all charges to the account. This includes charges made by a supplementary cardmember, who is an authorized user of the account, but is not liable for any charges.

You understand that the card account balance must be paid in full each month.

You agree that your account will be used to pay for goods or services of merchants. If we permit, it may also be used to obtain funds advances or otherwise. See your agreement for greater detail.

You certify that

1. all information on the application and all future information you provide will be true and complete,
2. you are of the age of majority, and
3. you are not bankrupt or insolvent or subject to any similar credit actions.

Your application is subject to approval and legal requirements to identify you using identification methods that we select.

You acknowledge that this agreement is being entered into for business purposes.

Cancellation Rights

You may cancel your account for any reason within 14 business days after you receive your card or such additional period if we permit or under applicable law.

If you cancel within this time, we will refund or credit any annual fee for the account. If you use or receive any benefit associated with the account before cancellation, the value of such benefit will be deducted from any refund you would otherwise receive. If you or a supplementary cardmember authorize any charge on the account, you will be required to repay all such amounts, including applicable interest.

You may cancel by phoning or by writing to us and including your name, card number and contact information.

Language/Langue (Quebec only/pour le Québec seulement) – Unless otherwise indicated on this application, you have requested that this form, related documents and all communications be in English. À moins d'indication contraire précisée dans la présente demande, vous demandez que le présent formulaire et tous les documents et communications connexes soient rédigés en anglais.

Rewards

Eligibility for Membership Rewards points (points) and rewards is subject to the Membership Rewards Program Terms and Conditions, including the American Express Business Gold Rewards Card Additional Membership Rewards Terms and Conditions (Terms).

Disclosure, terms and conditions and other information is current as of today's date and is subject to change. For current information, assistance or complaint handling

procedures, please call 1-888-721-1046, 24 hours a day, 7 days a week or visit our website at americanexpress.ca.

Our address is 2225 Sheppard Avenue East, Suite 100, Toronto, ON M2J 5C2

The consumer banking regulator is the Financial Consumer Agency of Canada located at 6th Floor, Enterprise Building 427 Laurier Ave. West, Ottawa, ON K1R 1B9. 1-866-461-FCAC (3222) for services in English, 1-866-461-ACFC (2232) for services in French, www.canada.ca/en/financial-consumer-agency.html.

PRIVACY NOTICE

In this Notice, the words “we”, “our” and “us” mean Amex Bank of Canada (“Amex Bank”), its affiliates (including Amex Canada Inc., a provider of travel related services), and their agents and service providers (acting on their behalf). “Personal information” is any information which relates to an individual and allows that individual to be identified (“Information”).

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 any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship including merchants that accept our cards and to use other third party databases (including registries, licensing authorities, identification services, telecom providers) or references provided by you to obtain or verify information about your financial circumstances, your background, to identify you and detect fraud; we may verify name, address, phone number, email and other information;
- (6) as permitted by or to comply with legal and regulatory requirements;
- (7) to promote and to market products and services offered by us or other well established companies, including by means of direct marketing through ordinary mail, e-mail, telephone, text message, your statements or other available communication channels; and
- (8) 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, to our sharing and exchanging with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit.

If provided, your Social Insurance Number will be used to match credit bureau/reporting agency information to help ensure the accuracy of the Information collected and reported.

Our customer service e-mail, text message and other electronic communications with you may include account alerts, statement, collection and other notices.

If approved for a new card, the email address used will be opted in for marketing communications for all of your accounts. You can update your marketing preferences online or by calling in at any time. If you do not wish for the marketing preferences to change for your existing accounts, please provide a different email address.

You agree that we may monitor and/or record any of your telephone calls with us for servicing accuracy, quality assurance and training.

Amex Bank of Canada, American Express Travel Services and their affiliates share information related to mutual customers to provide personalized, proactive and coordinated concierge and travel servicing.

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 ended.

Certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit product, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. This is necessary to maintain the integrity of the credit granting process.

You consent to our collection, disclosure, use and processing of Information about you for the purposes described above. You authorize third parties to give us the Information for these purposes. If you provide

us with Information about any other individual, you confirm that the individual

- (i) consents to our collection, disclosure, use and processing of that Information for these purposes as reasonably required (provided that all these purposes will apply to Supplementary Cardmembers), 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 1-888-721-1044. 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, driver's license or other identification, and your background (for example, occupation) as required by law;
2. Financial Information such as income, assets, payment history and credit worthiness;

3. Information for the provision of products and services (for example, language, travel, lifestyle and other preferences).

We monitor transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective.

Privacy Code

To obtain more information about our policies and procedures in protecting your privacy, you can visit our website at www.americanexpress.ca/privacy or call us at 1-888-721-1044 to request a copy of our Privacy Code.

If your application is approved, a copy of our Privacy Code will be sent with your Cardmember Agreement.

Our Privacy Code includes additional illustrative descriptions and examples to help you understand the nature of the information we collect and how it relates to many of the purposes in this Notice; how to request access and correction to your Information held by us; our approach to processing and storage of information outside of Canada; and additional details about your consent rights.

Our Online Privacy Statement describes how we collect, use and disclose Information online including through websites, mobile applications and other online communications and content.

Business Information Consent

You (the basic applicant), on behalf of the company, authorize and consent

1. to the sharing and exchange of credit and other information by us (as defined in the above Privacy Notice) with credit reporting agencies, credit

- bureaus, and/or any other person, corporation, firm or enterprise with whom the company has or proposes to have a financial relationship, and
2. to the use of other third party databases or references provided on behalf of the company to obtain or verify information about the company and its financial circumstances.