

AMERICAN EXPRESS
FX INTERNATIONAL PAYMENTS**Corporate Account Application**

Thank you for applying for FX International Payments from American Express. We look forward to servicing all your domestic payroll and foreign exchange payment needs.

Please return completed forms by one of the following options:

- By e-mail to AmexPayrollApplications@aexp.com
- By fax to (623) 444 3129, attention/subject: New Application
- By mail to the attention of FXIP Client Management, subject: New Application American Express FX International Payments
200 Vesey Street,
MD 01-37-11 New
York, NY 10285

PART A: COMPANY INFORMATION (Please Print)

COMPANY NAME		DOING BUSINESS AS (IF YOU HAVE A REGISTERED D.B.A.)	
STREET ADDRESS (NOT A P.O. BOX)			
CITY		STATE	ZIP
COMPANY PHONE (LANDLINE ONLY)	FAX	COMPANY WEBSITE (IF APPLICABLE)	YEARS IN BUSINESS
FEDERAL TAX I.D. NUMBER		TICKER SYMBOL (IF APPLICABLE)	
LEGAL STRUCTURE (PLEASE CHECK ONE) <input type="checkbox"/> S-CORPORATION <input type="checkbox"/> C-CORPORATION <input type="checkbox"/> PUBLIC CORPORATION <input type="checkbox"/> GOVERNMENT ENTITY		<input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP (if you have a business license, please attach a copy to this form) <input type="checkbox"/> NOT FOR PROFIT <input type="checkbox"/> OTHER _____	
DO YOU CURRENTLY HAVE A RELATIONSHIP WITH AMERICAN EXPRESS? <input type="checkbox"/> PERSONAL CARD <input type="checkbox"/> CORPORATE CARD <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> MERCHANT		<input type="checkbox"/> OPEN BUSINESS CENTURION CARD <input type="checkbox"/> OPEN BUSINESS PLATINUM CARD <input type="checkbox"/> OPEN (OTHER) _____ <input type="checkbox"/> OTHER _____	

PART B: OWNERSHIP INFORMATION – It's important American Express understands the ownership structure of the company

Please list all owners with at least 25% direct or indirect ownership of the Company. For additional space, please copy this page and include with your application. By entering personal information of an owner below, you certify that the owner has given you permission to provide such personal information and has agreed to the verification of his/her identify by us and others. For additional space, please copy this page and include with your application.

NAME / COMPANY NAME	DATE OF BIRTH	% OWNERSHIP
SOCIAL SECURITY NUMBER* OR (IF THE OWNER IS A COMPANY) _____ PROVIDE ITS TAXPAYER I.D. NUMBER (OR THAT OF ITS PARENT COMPANY) _____		
NAME / COMPANY NAME	DATE OF BIRTH	% OWNERSHIP
SOCIAL SECURITY NUMBER* OR (IF THE OWNER IS A COMPANY) _____ PROVIDE ITS TAXPAYER I.D. NUMBER (OR THAT OF ITS PARENT COMPANY) _____ *If an owner does not have a Social Security number, please attach their date of birth, place of birth, current residence and a photocopy of a government-issued I.D.		

EACH OWNER WHO OWNS 25% OR MORE OF THE COMPANY HAS BEEN LISTED ABOVE, OR

THERE ARE NO INDIVIDUALS WHO OWN MORE THAN 25% OF THE COMPANY AND AN ISR FORM WILL NEED TO BE COMPLETED (You will be provided with an ISR form after you submit this application)

Part C: PAYMENT NEEDS

YOUR INDUSTRY / TYPE OF BUSINESS
DOES THE COMPANY COMPLETING THIS APPLICATION PROVIDE INTERNET GAMBLING SERVICES? <input type="checkbox"/> YES <input type="checkbox"/> NO

PART C1: PAYROLL PAYMENT NEEDS

PRIMARY PAYROLL COMPANY	SECONDARY PAYROLL COMPANY
FREQUENCY OF PAYROLL PAYMENTS <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Specific Dates e.g. 1 st & 15 th or 15 th & 30 th	
WHEN DOES YOUR PAY PERIOD START	
AVERAGE NUMBER OF PAYMENTS PER MONTH	AVERAGE VALUE OF EACH PAYROLL RUN

PART C2: INTERNATIONAL PAYMENT NEEDS (OPTIONAL)

AVERAGE NUMBER OF INTERNATIONAL PAYMENTS PER MONTH	EXPECTED DATE OF NEXT PAYMENT
GOODS AND SERVICES FOR WHICH YOU MAKE INTERNATIONAL PAYMENTS	
LIST OF COUNTRIES TO WHICH YOU MAKE PAYMENTS	
LIST OF CURRENCIES IN WHICH YOU MAKE PAYMENTS	

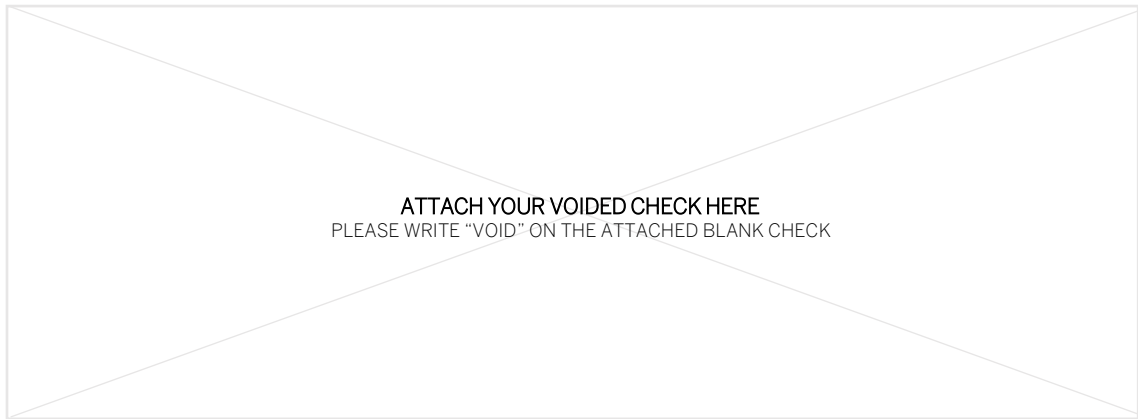
PART D: CONTACT INFORMATION

NAME OF AUTHORIZING OFFICER LEGALLY APPROVED TO ENTER INTO AGREEMENTS ON THE COMPANY'S BEHALF		TITLE
PHONE	FAX	EMAIL*
PRIMARY CONTACT FOR PAYMENTS, INQUIRIES, DAILY OPERATIONS <input type="checkbox"/> CHECK IF SAME AS AUTHORIZING OFFICER ABOVE		TITLE
PHONE	FAX	EMAIL*

PART E: BANKING INFORMATION – Please provide the following information about your financial institution (located in the United States) and the account you authorize us to debit for your payments

YOUR FINANCIAL INSTITUTION NAME	
CHECKING ACCOUNT NUMBER	ACCOUNT HOLDER'S NAME (NAME ON BANK ACCOUNT)
ACH ROUTING NUMBER (NINE-DIGIT NUMBER ACROSS THE BOTTOM OF A CHECK IDENTIFYING THE FINANCIAL INSTITUTION)	

Note: Your transactions can only be funded by a business account. The company name must be preprinted on checks. We cannot accept personal checks.



➤ In addition to ACH debit, American Express can also accept Fedwires from your bank or initiate Reverse Fedwires (1031 Drawdowns) to your bank. To learn more please contact your account representative after account setup.

PART F: FINANCIAL INFORMATION (OPTIONAL)

Providing American Express with your financial information allows us to comply with applicable "Know Your Customer" regulations. Your financial information also helps us to confirm that your transactions are consistent with the size and nature of your company's business. A list of acceptable types of financial information you can provide is given below. This information is kept in the strictest confidence and is used solely for the purposes of evaluating customer applications and providing you with our FX International Payments service.

CHECK WHICH DOCUMENT(S) ARE ATTACHED.

- Audited Financial Statement
- Most recent federal tax return

*American Express may send you email messages with important information about your account and offers that may be suited to your needs. Please visit the Internet Privacy Statement at <http://www.americanexpress.com/privacy> for more detail and to set your email preferences.

www.americanexpress.com/fxip

PART G: USER AUTHORIZATION INFORMATION (Attach extra sheets if necessary)

Please list the person(s) who are authorized to make international payments on behalf of your company, and indicate all applicable authorizations. Each user must provide his/her signature. **Please check ALL APPLICABLE PERMISSIONS for each user.**

USER #1	<input type="checkbox"/> AUTHORIZED SIGNATORY TO EFFECT CHANGES ON BEHALF OF THE COMPANY	AUTHORIZATIONS (Check all that apply)
NAME:		PAYMENT PERMISSIONS <input type="checkbox"/> Input Payments <input type="checkbox"/> Approve own payments <input type="checkbox"/> Approve payments by another user <input type="checkbox"/> (Dual Verification) PAYEE PERMISSIONS <input type="checkbox"/> Input payee / Modify payee REPORT PERMISSIONS <input type="checkbox"/> View transaction history / Generate reports
SIGNATURE (PHYSICAL SIGNATURE REQUIRED):		
PHONE:		
EMAIL:		

USER #2	<input type="checkbox"/> AUTHORIZED SIGNATORY TO EFFECT CHANGES ON BEHALF OF THE COMPANY	AUTHORIZATIONS (Check all that apply)
NAME:		PAYMENT PERMISSIONS <input type="checkbox"/> Input Payments <input type="checkbox"/> Approve own payments <input type="checkbox"/> Approve payments by another user <input type="checkbox"/> (Dual Verification) PAYEE PERMISSIONS <input type="checkbox"/> Input payee / Modify payee REPORT PERMISSIONS <input type="checkbox"/> View transaction history / Generate reports
SIGNATURE (PHYSICAL SIGNATURE REQUIRED):		
PHONE:		
EMAIL:		

USER #3	<input type="checkbox"/> AUTHORIZED SIGNATORY TO EFFECT CHANGES ON BEHALF OF THE COMPANY	AUTHORIZATIONS (Check all that apply)
NAME:		PAYMENT PERMISSIONS <input type="checkbox"/> Input Payments <input type="checkbox"/> Approve own payments <input type="checkbox"/> Approve payments by another user <input type="checkbox"/> (Dual Verification) PAYEE PERMISSIONS <input type="checkbox"/> Input payee / Modify payee REPORT PERMISSIONS <input type="checkbox"/> View transaction history / Generate reports
SIGNATURE (PHYSICAL SIGNATURE REQUIRED):		
PHONE:		
EMAIL:		

USER #4	<input type="checkbox"/> AUTHORIZED SIGNATORY TO EFFECT CHANGES ON BEHALF OF THE COMPANY	AUTHORIZATIONS (Check all that apply)
NAME:		PAYMENT PERMISSIONS <input type="checkbox"/> Input Payments <input type="checkbox"/> Approve own payments <input type="checkbox"/> Approve payments by another user <input type="checkbox"/> (Dual Verification) PAYEE PERMISSIONS <input type="checkbox"/> Input payee / Modify payee REPORT PERMISSIONS <input type="checkbox"/> View transaction history / Generate reports
SIGNATURE (PHYSICAL SIGNATURE REQUIRED):		
PHONE:		
EMAIL:		

SERVICE AGREEMENT AND APPLICATION

The company indicated below (the "Client" hereby enters into this Service Agreement and Application with American Express Travel Related Services Company, Inc. (hereinafter referred to as "AMEX") as of the date indicated below The Terms and Conditions of Foreign Exchange International Payments from American Express (the "Terms and Conditions"), as amended from time to time, are hereby incorporated by reference into this Service Agreement and Application as if fully set forth herein. By signing and returning this Service Agreement and Application, and by using the Client's account to initiate payments under the Foreign Exchange International payments service, the Client agrees to be bound by the Terms and Conditions.

The Client hereby certifies that all statements contained in this Service Agreement and Application, and any other information contained in documentation submitted in support of this Service Agreement and Application, are true and correct as of the date hereof. The Client hereby requests that the Client be enrolled in the Foreign Exchange International Payments service and hereby advises AMEX that the authorized personnel ("User(s)" and/or "Administrator(s)") listed in the User Authorization section are hereby nominated to conduct foreign Exchange International Payments business with AMEX on behalf of the Client.

The Client hereby requests that a unique User ID and a password be given to each User or Administrator for whom online access has been indicated in the User Authorization section in this application. The Client further acknowledges and agrees that it shall cause each User and Administrator to ensure the confidentiality of his/her password.

The Client acknowledges and agrees that (i) transactions under the Foreign Exchange International Payments service made online will be verified by a User ID; (ii) transactions initiated via telephone will be validated and processed by verifying telephone passwords; and (iii) transactions initiated via facsimile transmission will be validated and processed solely by matching User signature(s), (iv) transactions initiated via email will be validated and processed solely by verifying authorized User email address(es).

The Client acknowledges and agrees that it shall be solely responsible for selecting Users and Administrators and for monitoring the activities of such Users and Administrators. The Client hereby further agrees to ensure that all changes and deletions to the list of Users and Administrators be timely communicated to AMEX in writing.

Provided that AMEX complies with the security features described above (which features the Client hereby acknowledges are deemed to be fully satisfactory) including passwords, signature review, and User IDs, the Client hereby agrees to hold AMEX harmless and to indemnify AMEX from and against any and all claims, damages, or losses that may occur due to the actions or inaction of such Users and Administrators.

By signing and returning this Application to AMEX, the Client hereby authorizes AMEX to transfer funds from the account indicated in this application for funding payments that the Client initiates through the Foreign Exchange International Payments from American Express service. This authority is to remain in full force and effect until AMEX has received written notification from the Client of its termination in such time and manner as to afford AMEX a reasonable opportunity to act on such notification.

I, _____, a _____ of the Client hereby certify that I am authorized to sign this
NAME OF AUTHORIZED OFFICER TITLE
Application on behalf of the Client.

NAME OF BUSINESS

SIGNATURE (PHYSICAL SIGNATURE REQUIRED)

NAME (PLEASE PRINT)

TITLE

DATE

Terms and Conditions

Important Document — Please Review and Retain with your records.

CONTRACT

These terms and conditions, as they may be supplemented, amended or superseded ("Terms") apply to all transactions and matters involving American Express Travel Related Services Company, Inc. ("AMEX") and your company ("Client") regarding Foreign Exchange International Payments from American Express ("Service"). Client's use or continued use of the Service constitutes Client's acceptance of and a contractual agreement to be bound by these Terms. These Terms supersede all prior written or verbal agreements. These Terms may be supplemented, amended or superseded by AMEX (i) from time to time in AMEX's sole discretion upon written notice to you or (ii) with immediate effect to the extent required under applicable law.

ACCOUNT SET-UP

All Clients must have a fully completed and approved application and other necessary account set-up documentation on file with AMEX, including a list of designated persons authorized to initiate valid and legally binding funds transfer orders and other orders and instructions (including cancellations and amendments) (collectively, "Orders") on Client's behalf. Client must also provide specimen signatures and oral, written and/or electronic passwords to be used to authenticate Orders. Client is responsible for safeguarding these passwords and agrees to be responsible for any and all use of such passwords. AMEX may in its sole discretion request additional account set-up documents or information at any time, or approve, reject or terminate Client relationships, or suspend or cancel Services.

TRANSMISSION AND ACCEPTANCE OF ORDERS

When placing Orders, Client will provide AMEX with all information AMEX may require via AMEX-authorized electronic and non-electronic processes. Client agrees that AMEX may rely on such information provided in processing such Orders. Client agrees that any error in such information, including, but not limited to, incorrect beneficiary account number or name, beneficiary bank name, or other account, IBAN or routing or transit numbers are the Client's sole responsibility and liability. AMEX may reject any Order if (i) AMEX determines, in good faith and in its sole discretion, that such Order is not authentic, (ii) AMEX does not receive sufficient funds from the Client to cover such Order by the AMEX operational deadline, or (iii) the Order is incorrect, incomplete or unsatisfactory to AMEX for any reason. All aspects of Orders (whether transmitted by Internet or otherwise), including, but not limited to, rates and fees, are subject to final approval and confirmation by AMEX.

From time to time, AMEX may require Client to provide to AMEX additional information on its payment beneficiaries and payment volume so as to conform to AMEX's compliance and "Know Your Customer" policies. All Orders must be screened for compliance with U.S. Office of Foreign Assets Control ("OFAC") regulations. Should any party to an Order be or appear to be a sanctioned person or entity under OFAC regulations, AMEX may be required by law to block related funds or to reject the Order. Amex shall not be responsible for applying to OFAC for a license to release any blocked funds or to complete any prohibited Order. It is essential that Client implement effective "Know Your Customer" policies and procedures to ensure compliance with OFAC regulations.

Client acknowledges that AMEX and other financial institutions may execute Orders for payments based solely on the following information provided in the Order provided by the Client: (a) the account number or other identifying number of the beneficiary, even if the beneficiary name in such Order differs from the name on the account credited by the beneficiary bank, and (b) the bank IBAN or other identifying number, even if the Client provides AMEX with a different bank name. AMEX may from time to time establish and change in its sole discretion maximum and minimum value amounts and volumes of Orders for payments (and may vary by type or by currency).

SETTLEMENT

Client agrees to pay for Orders and any related fees in advance. Regarding such Orders and fees (including returned Orders and related fees), Client authorizes AMEX to draw or debit directly from the Client's designated account at a financial institution ("Account") via Automated Clearing House or other similar electronic payment or settlement arrangement ("ACH"). Client agrees to continuously maintain such Account to process Orders, promptly notify AMEX of any changes to the Account designation, and promptly make all necessary changes in ACH settlement documentation. Upon request by AMEX at any time, Client must also complete, execute and deliver to AMEX an ACH or similar drawdown agreement with Client's bank with respect to the Account. Client must notify Client's bank that AMEX may debit and credit such Account regarding the Service. Client further agrees that it will have sufficient funds in such Account to pay for Orders and related fees.

Actual settlement of your obligations when due in immediately available funds is of the essence regarding this Service. AMEX is not obliged to complete Service-related transactions unless and until AMEX (or AMEX's agent) has received all necessary debit authorizations, information, documents or finally credited payments on the value date, all as per the terms of an accepted Order. You agree to promptly repay any overdue obligations plus interest accrued daily at LIBOR plus two percent (2%) per annum. In the event of your nonpayment or bankruptcy, AMEX may, in its sole discretion and to the

fullest extent permitted by applicable law, take any action to reduce financial exposure, including the close-out, recall or early termination of any Order, applying a new market rate to the Order, or requiring advance payment when AMEX has reasonable grounds for insecurity, and you hereby indemnify, defend and hold AMEX harmless from and against any and all liability, claims, damages and related costs (including attorneys' fees) resulting from such actions. In the event Client's ACH debit entry is returned for insufficient funds after the maximum allowable number of attempts under applicable ACH rules, Client hereby irrevocably authorizes AMEX to initiate one or more ACH debit entries for any amount(s) up to the full amount of Client's unsatisfied obligation to AMEX, all as AMEX may in its sole discretion determine. AMEX is not liable for any service fees that may be assessed by Client's bank or other party in association with direct debits against the Account. AMEX is not responsible for any obligations, damages or liabilities over and above the amount of the applicable debit, credit or adjustment to the Account in the event that any such debit, credit or adjustment is not honored by the Client's bank or is improperly applied to the Account. Client may be liable for any service or penalty fees associated with any returned transaction in the event that the returned transaction is caused by Client error, insufficient funds in the Account, and/or failure to notify AMEX of changes in the Account. AMEX reserves the right to make changes to any related fees at any time, upon ten (10) days' prior written notice to the Client.

CANCELLATION, AMENDMENT, STOP PAYMENT AND REFUND

AMEX is under no obligation to cancel or amend an Order. AMEX may do so as an accommodation upon Client's request provided (a) AMEX shall not be liable under any circumstances if such request is not met and (b) AMEX receives the request at a time and in a manner affording AMEX a reasonable opportunity to act on the request before accepting the Order. Client's oral order to cancel or amend an Order will only be binding upon AMEX if confirmed in writing (in the form specified by AMEX) immediately thereafter. Client agrees to indemnify, defend and hold AMEX harmless from and against all claims, demands, costs, expenses and liabilities arising out of a cancellation or amendment request; agrees to reimburse AMEX for all of its expenses incurred in providing a refund and in attempting to cancel or amend the original Order; and agrees not to claim any amount from AMEX if the Order is not cancelled or amended or if AMEX or its representatives fails to cancel or amend an Order.

ERRORS AND DISCREPANCIES

Client shall promptly review each confirmation, advice or statement sent by AMEX and will promptly notify AMEX of any error, discrepancy or irregularity (including any unauthorized Order), not to exceed sixty (60) calendar days after such confirmation, advice or statement is sent or made available. Client may not assert any claim against AMEX in connection with any errors, discrepancies or irregularities if (i) Client did not exercise reasonable care in examining such communication which reflected such errors, discrepancies or irregularities, or (ii) Client did not notify AMEX in writing and in a reasonably prompt manner, not to exceed sixty (60) calendar days after such communication is sent or made available, that Client disputes any information thereon or missing therefrom. Client shall provide AMEX with all information necessary for AMEX to investigate the error, discrepancy or irregularity. Client may not institute any legal proceeding against AMEX for any such claim unless (a) written notice has been given in the manner as provided herein, and (b) such legal proceeding shall be commenced within six (6) months.

EXCHANGE RATES AND FOREIGN EXCHANGE

AMEX will perform foreign exchange on behalf of Client at exchange rates confirmed with Users. AMEX will execute Client's Orders in the currency requested by Users. At Client's option, AMEX may provide: (a) daily multi-currency fixed exchange rates advised by AMEX to Client individually, or (b) fluctuating rates posted on the AMEX website available for Order placement. AMEX, in its sole discretion, shall determine the fixed exchange rates applicable for a given business day at the beginning of such business day; AMEX reserves the right, at any time and without prior notice, to amend such rates at its own discretion, and in such case AMEX will make reasonable efforts to communicate such amended rate to Client, which communication may be by email, fax, website posting, telephone or otherwise in AMEX's sole discretion.

FORWARD CONTRACTS

AMEX currently offers, and may offer from time to time, foreign exchange transactions with a specified settlement date in the future ("Forward Contracts"). In the event that you elect to initiate an Order for a Forward Contract, you acknowledge and agree that: (1) such Forward Contract shall constitute a Service-related transaction and is an "Order" that is fully subject to these Terms, including, but not limited to, the following: (a) AMEX is not responsible for any fees or charges imposed by other parties or for delays caused by Force Majeure and (b) AMEX may take certain actions in the event of your nonpayment or bankruptcy (e.g., closeout, recall or early termination), and you are obliged to indemnify, defend and hold AMEX harmless from liability and costs in such an event; (2) if the relevant exchange rate changes before the Forward Contract maturity date, AMEX reserves the right in its sole discretion to require you to make additional payment(s) to AMEX as security; and (3) your rights and obligations under the Forward Contract are not transferable or assignable.

MEANS OF PROCESSING ORDERS

AMEX and its correspondent banks may use whatever intermediary banks, payments systems or methods AMEX deems commercially reasonable and appropriate for each Order. Client agrees to be bound by applicable law, regulations, clearing house rules or other rules or procedures of any funds transfer or communications system that is used in the transaction, including, but not limited to the Uniform Commercial Code and Federal Reserve, CHIPS and SWIFT rules, regulations and operating procedures. Client agrees that it may be necessary for AMEX to use one or more intermediary or correspondent banks or banking networks to complete each Order. While AMEX will make every reasonable effort in good faith to insure the rapid

completion of each Order, AMEX is not responsible for the speed and timing of funds processing by other banks or systems beyond the control of AMEX. AMEX is not responsible for any fees that may be deducted by any intermediary or correspondent bank or by the beneficiary's bank in association with any Order or returned Order.

COMPLIANCE

Client agrees to use the Service only for lawful purposes and in full compliance with applicable law and all other relevant laws, rules, regulations and codes of practice, as may now or hereafter be in effect, including without limitation those arising from the applicable laws or regulations pertaining to (a) filings, registrations, approvals, consents, licenses, authorizations, and reporting requirements; (b) anti-money laundering (e.g. customer identification and "know your customer"; currency transaction reporting and recordkeeping, suspicious transaction and activity detection, monitoring and reporting); and (c) OFAC sanctions programs. Client represents and warrants that with respect to Service-related transactions (a) Client's organization has an effective program (including, where appropriate, internal policies, training, procedures and controls) to reduce the risk of OFAC sanctions violations and money laundering (including transactions involving blocked persons, narcotics trafficking, terrorist financing, official corruption or fraudulent activity) and to prevent violations of the aforementioned laws; (b) all transaction details provided to AMEX are complete, truthful and accurate; (c) all Orders are initiated only from Client locations physically located within the United States of America; (d) Client will not allow any third party to re-sell, access or subcontract (e.g., through use of "payable-through" or "concentration" accounts) the Service to any other person or entity.

PERMITTED USES

Client acknowledges and agrees that the Service is for business and/or commercial purposes only, and agrees not to use the Service for consumer, personal, family or household purposes. Any use of the Service for consumer, personal, family or household purposes is a breach of these Terms and will subject the Client to immediate termination. Client acknowledges and agrees that the Client's bank account used to pay for Orders must be an account established for business and/or commercial purposes, and agrees that Client will not pay for Orders using a bank account established by the Client for consumer, personal, family or household purposes.

PAYMENTS TO PAYROLL PROCESSING FIRMS

We may offer, from time to time, services to allow you to make payments to a U.S. payroll processing firm. If you use our service, you acknowledge and agree that our obligation is to make payments to your payroll processing firm and not to make payments to the bank account of any of your employees. You have entered into separate agreement(s) with your payroll processing firm that govern the delivery of payments to the bank account of your employees, and you release us from any claims that may arise from the acts or omissions of your payroll processing firm. You shall only use our payroll processing service in connection with payments to your U.S.-based employees, and not in connection with payments to any employees who are based (or who reside) outside the United States. You agree not to use our service unless all of your payments to your employees are made to a U.S. bank account of such employees and in no case are delivered to such employees in cash or through a prepaid card. Upon our request, you agree to provide us with information regarding your arrangements with your payroll processing firm, as well as information regarding your employees, such as the names of the employees you are paying through your payroll processing firm, as well as their addresses and other identifying information. We may offer, from time to time, special incentives such as an award of Membership Rewards points to a Membership Rewards eligible American Express Card. We may amend, suspend or discontinue such incentives from time to time. Payments through our payroll processing service are subject to fees that will be communicated to you in advance.

USA PATRIOT ACT DISCLOSURE

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you open an account we will ask for your Taxpayer Identification number. We may also ask you for certified articles of incorporation, a government-issued business license, a partnership agreement, a trust instrument or other identifying documents.

REPRESENTATIONS AND WARRANTIES

By using (or continuing to use) the Service, Client represents and warrants to AMEX that (a) Client's Service-related obligations are legal, valid, binding and enforceable in accordance with their terms; and (b) the execution, delivery and performance by Client of any account set-up documentation are and remain complete, truthful and accurate, do not fail to disclose any material fact, have been duly authorized by necessary action, and do not or will not violate any provision of applicable law or any other law, regulation or Client's charter or by-laws, or result in the breach of or constitute a default under any other agreement or instrument by which Client is bound or affected, and Client undertakes to promptly provide to AMEX updates of same as may be necessary.

USE OF INFORMATION; CONFIDENTIALITY AND DISCLOSURE

Permission and authorization is hereby granted by the Client to AMEX, AMEX affiliates, and any credit or other information services company, and to

state and federal government representatives, without regard to whether they are listed herein, to verify, receive, exchange, and obtain business and other information as part of the application or at any time thereafter in connection with the ongoing application evaluation process, review of activity and/or collection of any obligation arising from the business relationship. Client further agrees that neither AMEX nor anyone who has furnished AMEX any information concerning Client shall be responsible for any losses or damages Client may claim resulting from said verification, receipt, exchange, or obtaining of credit or other information. Client acknowledges that AMEX may be compelled to disclose information to a regulatory or supervisory authority (whether pursuant to an examination, audit or otherwise), or to a party entitled to such disclosure pursuant to a subpoena, restraining order, writ of attachment or execution, levy, garnishment, court or administrative warrant, or similar legal process affecting or relating to same served upon AMEX, and such legal process appears valid on its face to AMEX. Client shall indemnify AMEX and hold AMEX harmless from and against any and all claims, demands and costs resulting from, as a consequence of or in any manner in connection with, such disclosure. Unless Client has instructed AMEX otherwise in writing, AMEX may disclose Client information (whether obtained from Client's Service-related transactions or account set-up) to other AMEX entities and affiliates in order to develop or offer to Client other products and services.

LIMITATION OF LIABILITY

AMEX ASSUMES NO LIABILITY FOR (i) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR INDIRECT LOSS OR DAMAGES, EVEN IF AMEX IS ON NOTICE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR (ii) CLIENT'S ATTORNEY'S FEES EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW. AMEX makes no warranties, express or implied, with regard to any matter related to the Service. AMEX shall not be liable hereunder for any damages or losses arising from, directly or indirectly, any cause or condition arising from a Force Majeure event (defined below), and shall be excused from any failure or delay in performing its Service obligations to such extent. No third parties are intended beneficiaries under these Terms, nor shall any third parties have enforceable rights under these Terms.

Neither AMEX nor its subcontractors shall be responsible for the acts or omissions of the Client, the Client's representatives (including but not limited to the amount, accuracy, timeliness of delivery or due authorization of any Orders from Client) or of any other person or entity, including but not limited to any clearing house, association or processor, any funds transfer system, any Federal Reserve Bank, any other financial institution or any supplier, and no such person or entity will be deemed AMEX's agent.

Client acknowledges and agrees that the use of AMEX-authorized processes to execute Orders constitutes a commercially reasonable security procedure against unauthorized Orders, and Client chose the Service with such processes as being appropriate and reasonable for Client's needs. It is understood that such security procedures are designed to verify the authenticity, not the accuracy, of Orders. Client agrees to be bound by any Order, whether or not authorized, placed in Client's name and accepted by AMEX in accordance with the agreed security procedures, and Client shall indemnify, defend and hold AMEX harmless from and against any such claims relating to such Order.

"Force Majeure" means any event or circumstance beyond AMEX's reasonable control that caused a delay or failure in AMEX's performance, including but not limited to (i) inaccuracy, interruption, delay in transmission or failure in means of transmission, whether caused by strikes, power failures, equipment failures, legal constraint, emergency conditions, action or inaction of government, civil, or military authority, fire, labor dispute, war, terrorism, riot, theft, natural disaster, breakdown of any supplier, equipment failure or actions of intermediary or recipient banks or beneficiaries, (ii) internet outages whether scheduled or unscheduled, or (iii) AMEX's reasonable belief that its action would have violated any law, guideline, rule or regulation of any governmental authority.

RIGHT OF SETOFF

To the fullest extent now or hereafter permitted under applicable law, AMEX may, at any time without any prior notice or demand for payment, set off or apply any funds or property (wherever located and whether general or special, time or demand, matured or unmatured) maintained by Client or Client's current or former subsidiaries with AMEX, or any other indebtedness or claims of every nature and description of AMEX to Client or Client's current or former subsidiaries (whether contracted by Client alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured) against any amounts due and unpaid to AMEX. AMEX shall also be entitled to retain and not repay any amount which may then be owing by AMEX to Client or Client's current or former subsidiaries unless and until any such amount then outstanding has been repaid or discharged in full when due.

INDEMNITY

In order to induce AMEX to provide the Service, including those enumerated herein, to the fullest extent permitted by applicable law Client hereby indemnifies AMEX, defends and holds it harmless from and against (a) any and all actions, claims (groundless or otherwise), suits, judgments, fines and penalties arising out of or resulting either directly or indirectly from AMEX having executed any of Client's authorized instructions, AMEX having acted or refrained from acting in accordance with these Terms, Client's breach of these Terms, or the violation of any law, regulation, rule, or ordinance by Client relating to the Service, and (b) any costs (including attorneys' fees) relating to any such actions, claims, suits, judgments, fines, penalties, breaches or violations. This provision shall survive termination of Client's account.

APPLICABLE LAW

This Agreement, and any dispute or claim arising from or related to the Service, will be governed by the laws of the State of New York, without giving effect to choice of law or conflicts of law provisions or principles.

DISPUTE RESOLUTION

Client and AMEX hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with these Terms shall be resolved, upon the election of either party, by arbitration pursuant to this provision and the code of procedures of either JAMS or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If AMEX's selection of either of these organizations is unacceptable to Client, Client may select the other organization within 30 days after receiving notice of AMEX's selection. **If Arbitration is chosen by any party with respect to a claim, neither party will have the right to litigate that claim in court or have a jury trial on that claim. Further, neither client nor AMEX will have the right to represent in a representative capacity or as a member of any class of claimants pertaining to any claim subject to arbitration. Except as set forth below, the arbitrator's decision will be final and binding. Note that other rights that you would have if you went to court also may not be available in arbitration. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall 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 or other persons similarly situated.** The arbitrator's authority to resolve Claims is limited to Claims between Client and AMEX alone, and the arbitrator's authority to make awards is limited to awards to AMEX and Client alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

SERVICE OF PROCESS

Client irrevocably agrees that service of all legal process or other documents which may be served upon Client in any action or proceeding may be effected by registered or certified mail (or similar means) at Client's address last recorded by AMEX.

ASSIGNMENT AND TRANSFER

Client may not assign or transfer any of Client's rights or obligations arising from the Service or any Service-related transaction without the written consent of AMEX.

NO WAIVER

Should AMEX fail to exercise, or delay in exercising, any right, power or privilege, such omission, delay or action shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or change in any way AMEX's ability to enforce such right, power or privilege in any future case. No waiver by AMEX of any right, power or privilege shall be deemed effective unless so stated in writing by AMEX. No waiver of any single breach by AMEX shall be deemed a waiver of any other or subsequent breach. No course of dealing by AMEX in exercising any of its rights, powers or privileges will constitute a waiver thereof.

ADDITIONAL SERVICES AND PRODUCTS

Additional services and products such as Forward Exchange Contracts and Check Clearing (Cash Letter or Collection) may be subject to additional terms and conditions or supplemental agreements.

RECORDINGS

AMEX may in its sole discretion make, monitor and retain recordings of telephone conversations between Client and AMEX.

CAPTIONS

The captions herein are for convenience and reference only and in no way define, limit or describe the scope of these Terms and shall not be considered in the interpretation of these Terms.