

THE
CORPORATE PLATINUM CARD®

from American Express

Legal Information
Regarding The
Corporate Platinum Card
from American Express



Premium Global Assist

Summary of Coverage

Description of Cardmember Benefits

The emergency services herein described are provided to all United States Platinum Card® members, Fidelity American Express Platinum Card® members, and The CenturionSM Card members, including additional Platinum Card® members, Fidelity American Express Platinum Card® members, and The CenturionSM Card members with a Card on an Account that has not been suspended or canceled, who are traveling on a trip of ninety (90) days or less, and 100 miles or more from the Card member's American Express U.S. billing address. Additionally, coverage is extended to each of the following members of the Card member's family who are traveling with the Card member: the Card member's spouse, dependent children under the age of 23, and children under the age of 26 who are enrolled in school on a full-time basis.

Note: Coverage extends to Family Members of Platinum Card®, Fidelity American Express Platinum Card®, and The CenturionCard supplementary Accounts. Provision of services is subject to verification of coverage eligibility.

Access

Access to the services herein described can be made 24 hours day by means of the following: within the United States and Canada, via toll-free telephone call to 1-800-345-AMEX (1-800-345-2639); from outside the United States and Canada via a collect telephone call to 1-715-343-7979 or via fax to 1-715-345-1219.

Services

Premium Global Assist (PGA) shall provide, at no cost except specifically noted herein, the following emergency services to covered Card members and their Family Members.

- A. Pre-Trip information is available to the covered Card member. Information will include the weather report for many destinations, exchange rates, and information concerning customs, inoculations and visa requirements.
- B. Emergency Information will be provided via telephone by a PGA-Designated Physician or Assistance Coordinator on the PGA Staff, when the Card member is unable to get assistance locally. Information will include the names, local addresses and local telephone numbers of the nearest Medical Service Provider, such as Hospitals and Clinics; Attorneys; or other providers of emergency services such as U.S. consulates or embassies, or American Express® Travel Service Locations* as appropriate and as dictated by the resources available in each country or location. Wherever possible, such information will be provided on two or more emergency services providers. No guarantee is made as to the quality of

the emergency service provided, and the final selection of the provider, and any risk, shall be the sole responsibility of the Card member.

- C. Medical Transport and Evacuation will be provided, at no cost, to the covered Card member or Family Member, to another, more appropriate Medical Facility, when the covered Card member or Family Member is under the care of a local Medical Service provider or Facility and when the PGADesignated Physician, in consultation with the local Medical Service Provider or Facility, determines that such transport is medically necessary and advisable due to inadequacy of local facilities. Card members will be evacuated to the closest adequate medical facility as determined by American Express. Eligibility for medical transport is contingent upon the covered Card member or Family Member not 1) traveling against physician's advice or 2) traveling with a pre-existing sickness, illness or injury**, or 3) traveling to seek medical treatment. Decisions made by the PGA-Designated Physician and the local Medical Service Provider as to 1) the medical need for evacuation, transportation and/or repatriation services, 2) the means and/or timing of any transportation, medical equipment and supplies and medical personnel to be used in connection therewith and 3) the selection of the Card member's final destination, are medical decisions based on medical factors, and as such, are beyond the control of the PGA Program and shall be conclusive in determining the need for such services. Very Important: Any risks and costs for medical transport not authorized and arranged through the PGA Program are solely the responsibility of the Card member and such costs will not be reimbursed. PGA does not cover medical expenses (with the exception of cost incurred during the transport) nor transportation of personal possessions including luggage.
- D. Medical Assessment, Coordination and Monitoring of Treatment of the covered Card member or Family Member will continue, by all reasonable means, where medically advisable, until the Card member or Family Member is released from treatment or is sent home. These steps will include an initial follow up by the PGA-Designated Physician with the local Medical Service Provider or Facility to discuss the preliminary diagnosis and evaluate the recommended treatment, and a contact by the PGA-Designated Physician or Coordinator with the local Medical Service Provider or Facility, and/or the Card member, as frequently as every other day throughout the hospital treatment period to monitor the Card member's or Family Member's progress for the purpose of determining the adequacy and necessity of the treatment being provided.

E. Minimize the Card member's Financial Inconvenience in an Emergency as follows:

1. When the Card member has indicated to the PGA Administrative Coordinator that he/she has health insurance that would cover the services in question, the Administrative Coordinator on Staff will first ask the local Medical Service Provider or Facility to bill the Card member's insurance company and, if the local Medical Service Provider or Facility is unwilling to do that, ask them to bill the Card member directly, rather than requiring the Card member to pay on site.
2. When a local Medical Service Provider or Facility refuses to provide needed medical services to a covered Card member or Family Member without being guaranteed an advanced payment for such services, the PGA Program will, with the Card member's authorization, endeavor to obtain such payment from the Card member's family or other individuals indicated by the Card member, or, with the authorization of the Card member, will guarantee such payment and, if necessary, advance such payment up to limit of U.S. \$5,000 and charge the Card member's Account for the payment amount, subject to charge authorization by American Express.

If necessary, the PGA Program will endeavor to secure and properly post bail bonds, where available, the bonding cost to be born by the Card member.

Other Emergency Transportation Services will be provided covered Card members in a medical emergency.

If a Card member is traveling alone or with a child 16 years old or younger, or if a traveling companion who is not a Family Member has been required to leave the Card member, the PGA Program will arrange and pay for roundtrip, economy-class transportation for a member of the Card member's family to travel to the place of treatment, if it is reasonably anticipated that the covered Card member will be hospitalized for ten (10) consecutive days or more. The PGA Program will not be responsible for the cost of the Family Member's meals or accommodations.

If the children covered under the PGA Program, who are 16 years old or younger, are left unattended at the time the Card member's injury or sickness, the PGA Program will arrange and pay for one-way economy-class transportation to return them to their principal residence. (Any additional costs are the responsibility of the Card member.) Should it be necessary for an attendant to accompany the children, the PGA Program will make arrangements for a qualified escort to accompany the children at no cost to the Card member.

If a decision is made to evacuate a Card member to another Medical Service Facility, the PGA Program will arrange and pay for one-way, economy-class, transportation for one other covered Family Member traveling with the Card member to the Card member's principal residence, provided that the other Family Member's ticket become invalid as a result of the Card member's illness injury.

Emergency Message Transmission will be made through best efforts of the PGA Program on behalf of and at the request of the sick or injured Card member to the Card member's immediate family, next of kin, and a reasonable number of business associates.

Help in Coordinating the Replacement of Identification Information and Other Documentation, such as passports and visas, will be provided through the best efforts of the PGA Program, if these documents have been lost or stolen. In the case of Death of a covered Card member or Family Member while traveling, the PGA Program will provide the necessary administrative services to effect the transportation of the mortal remains of the covered individual back the Card member's principle place of residence or place of burial, whichever is closer, and will pay all administrative and transportation expenses, and, subject to PGA's approval, the cost of a coffin or other encasement of the remains suitable for travel.

Note: The above Services may be limited or prevented by Acts of God, war, civil commotion, labor disputes, unavailability of goods or services, or refusal of permission by local authorities. If you have questions about the Premium Global Assist Program, please call the Customer Service number on the back your Card.

Important Instructions

Always have your Account number ready when calling PGA. Please note that the PGA must arrange all medical and covered Family Member's transportation.

PGA will not reimburse you for expenses you incur on your own.

Whenever possible, call collect from overseas. In some countries, long distance calls may require operator assistance, and collect calls may not be possible in some countries.

When dialing direct, give a phone number and exact location hotel, city, street, etc., where you can be reached.

* *Travel Service Locations of American Express Travel Related Services Company, Inc. its affiliates and representatives worldwide.*

** *A pre-existing sickness, illness, or injury is any medical condition that has manifested itself, become acute, or was being treated in the 60-day period immediately prior to the start of a trip.*

Business Travel Accident Insurance

Description of Coverage

\$500,000 Coverage for Business Travel

\$250,000 Coverage for Personal Travel

Provided to Corporate Cardmembers
of American Express Travel Related Services, Inc.

Covered Persons

All U.S. based American Express Corporate Cardmembers whose Corporate Cards are issued through or by an agent of American Express Travel Related Services, Inc. ("American Express") who are officers, partners, proprietors or employees of Sponsoring Organizations, and whose Corporate Card accounts are in good standing, will be automatically insured against accidental loss of life, limb, sight, speech or hearing while on a covered trip, riding as a passenger in, entering or exiting a Common Carrier, provided a portion of the Common Carrier passenger fare(s), less redeemable certificates, vouchers, coupons or frequent flier miles has been charged to an American Express Corporate Card account. In addition, officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization (an "Authorized Traveler") are considered Covered Persons provided a portion of his/her Covered Transportation Costs are charged to that Sponsoring Organization's Corporate Card account.

The spouse/Domestic Partner and unmarried Dependent Children of Covered Persons are also insured under this plan. Unmarried Dependent Child(ren) means children who are primarily dependent upon the insured for maintenance and support and who are under the age of 19 and reside with the insured,

beyond the age of 19 who are permanently mentally or physically challenged and incapable of self support, or up to the age of 25 if classified as a full-time student at an institute of higher learning.

"Corporate Card", "Corporate Cardmember" or "Corporate Card account", "Card", shall refer to the American Express Corporate Card (including large market Card accounts beginning with 37879), American Express Executive Corporate Card, Corporate Meeting Card, Corporate Defined Expense Card, Business Travel Account, Airline Billing Account and Treasurer's Account (except those Corporate Card account numbers beginning with 37127, 37820, 37826, 37834, 37836).

"Sponsoring Organization" as used herein means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliates thereof, which employs the Corporate Cardmember and participates in the Corporate Card program offered by American Express.

All covered persons must maintain his/her Permanent Residence within the 50 United States, District of Columbia, Puerto Rico or U.S. Virgin Islands to remain eligible for this coverage. It is not necessary to notify American Express Travel Related Services, Inc., or the Company when tickets are purchased.

Covered Trip and Scope of Coverage

Covered Trip means a Business or Personal Trip, in accordance with the descriptions below for which Common Carrier costs are charged to the Cardmember's Corporate Card account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire (excludes rental cars, taxis and hired cars).

Business Trips

Business Trip means while on assignment by or at the direction of the employer for the purpose of furthering the business of the Cardmember's employer. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times. If a portion of the passenger fare has been charged to the American Express Corporate Card account prior to departure for the airport, terminal or station, coverage begins upon departure from the Cardmember's residence or place of regular employment, whichever occurs last, directly to the airport, terminal or station. If a portion of the passenger fare has not been charged prior to arrival at the airport, terminal or station, coverage begins at the time a portion of the travel passenger fare is charged to the American Express Corporate Card account. Coverage lasts for a maximum period of 30 days and ends upon return to the Cardmember's residence or place of regular employment, whichever occurs first. For Covered Trips more than thirty (30) days in length, coverage: a) remains in effects until 12.01am on the 31st day of the Covered Trip; and b) will be reactivated when the Cardmember begins the Return Trip. Return Trip means the return from a bona fide business trip after 30 consecutive days to Cardmember's residence or place of regular employment, whichever occurs first.

The spouse/Domestic Partner and Dependent Children of Covered Persons are insured if (a) traveling with the Covered Person on the business and at the request and expense of the Sponsoring Organization and (b) separate covered transportation costs are charged for them to the Sponsoring Organization's Corporate Card account.

Personal Trips

Personal trip means a trip between the point of departure and final destination as shown on the Covered Person's ticket or verification that is taken not while on a Business Trip. Personal Trips are covered solely while boarding, riding in or exiting a Common Carrier provided a portion of the passenger fare(s), less redeemable certificates, vouchers, coupons or frequent flier miles has been charged for them to the American Express Corporate Card account.

The spouse/Domestic Partner and dependent children of Covered Persons are insured if the transportation costs for them for a covered Personal Trip are charged to the Sponsoring Organization's Corporate Card account.

The Cost

This travel insurance plan is provided at no additional cost to eligible American Express Corporate Cardmembers of American Express. American Express pays the Cardmember's premium.

Beneficiary

The Loss of Life benefit will be paid to the beneficiary designated by the Cardmember. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) Cardmember's spouse/Domestic Partner, b) Cardmember's children, c) Cardmember's parents, d) Cardmember's brothers and sisters, e) Cardmember's estate. All other indemnities will be paid to the Cardmember. All requests for change in beneficiary must be made in writing on a form satisfactory to American Express and must be filed with American Express.

Benefits

The full Benefit Amount is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the

thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time a portion of the cost of the passenger fare is charged to an American Express Corporate Card account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident.

Exclusions

This insurance does not cover loss resulting from: 1) Cardmember's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war (war does not include acts of terrorism); 4) Cardmember being in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passenger who temporarily performs pilot or crew functions in a life threatening emergency; 5) intoxication, as defined by laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless taken on the advice of a Physician and used in accordance with the prescription; 6) commission or attempted commission of any illegal act including but not limited to any felony.

Effective Date

This insurance is effective 3/1/03 and will cease on the date the Master Policy 6477-82-04 is terminated or on the date the American Express Corporate Card account ceases to be in good standing, whichever occurs first.

The benefits described herein are subject to all of the terms and conditions of the Blanket Master Group Policy 6477-82-04. This Description of Coverage replaces any prior Description of Coverage that may have been furnished in connection with Business Travel Accident Insurance.

For questions about coverage, change in beneficiary or other inquiries, please contact American Express at 1-800-492-3932. For claims, contact the Chubb Eastern Claim Service Center at 1-800-252-4670.

As a handy reference guide, please read this and keep it in a safe place with other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained In the master policy on file with the Policyholder: American Express Travel Related Services, Inc. If this plan does not conform to state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

DTO-44-04-46



Plan Underwritten By
Federal Insurance Company
A member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

American Express® Card Baggage Insurance Plan

Description of Coverage

How the Baggage Insurance Plan Works

The American Express Card Baggage Insurance Plan (“Plan”) provides certain coverage against Loss or damage to checked and carry-on baggage of yours and of Eligible Persons (see “Who is Covered”) when Common Carrier tickets are charged to your eligible American Express Card or another eligible Account.

How You Benefit

Coverage is in effect for Eligible Persons during their travel on a Common Carrier when the ticket for the trip (one-way or round-trip) is charged to your eligible American Express Card or another eligible Account. Coverage during a Covered Trip for each Eligible Person includes:

- Up to \$1,250 for carry-on baggage and certain carry-on personal effects while these covered items are on board the Common Carrier; and
- Up to \$500 for checked baggage, in EXCESS of checked baggage coverage provided by Common Carriers.

Note: For New York State residents, there is a \$10,000 aggregate maximum limit for all Eligible Persons per Covered Trip.

If the Common Carrier ticket for each Eligible Person is charged in advance of going directly to the terminal to board the Common Carrier, the baggage of each Eligible Person is also covered for:

- Up to \$1,250 while the Eligible Person is going directly to or leaving directly from the terminal on a Covered Trip while traveling as a passenger in a land Common Carrier (such as a taxi, bus, airport limousine) or in a scheduled helicopter operated as a Common Carrier.
- Up to \$1,250 while the Eligible Person is in a terminal for the purpose of boarding or immediately after disembarking from a Common Carrier on a Covered Trip.

Important Definitions In This Description of Coverage

- **American Express Card or Account** means a Basic or Additional American Express Card, Business Travel Account, Airline Billing Account or a Treasurer’s Card, and the extended payment account, if any, offered in conjunction with any of these; all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries (“American Express”) and which is eligible for coverage under this Plan.
- **Common Carrier** means an air, land or water vehicle licensed to carry passengers for hire (such as planes, trains, ships, and buses). Common Carriers do not include rented or private vehicles, or hotel or other courtesy vehicles for which no fare is paid.
- **Covered Trip** means a trip for which the Common Carrier ticket has been charged to an eligible American Express Card account or another Account. Each Common Carrier ticket constitutes a separate Covered Trip.

Key Terms to Know

- Benefits will not be paid if, on the date of occurrence of Loss or damage or on the date of claim filing, any amount of your American Express Card or another eligible Account used to charge the Common Carrier ticket(s) for the Covered Trip is (a) unpaid for two billing periods or; (b) your American Express Card or another eligible Account is cancelled†
- For checked baggage, this is EXCESS coverage. The Plan only supplements a Common Carrier’s liability for checked baggage up to the baggage’s full value (defined as total original cost) or \$500, whichever is lower. (For example, if your Loss of checked baggage on a Covered Trip is \$2,000 and the Common Carrier reimburses you only \$1,000, the Plan will reimburse you for up to \$500.)
- Claims for checked baggage can be processed and paid only after the Common Carrier responsible for the Loss or damage has settled and paid for the claim against it. If the Common Carrier completely denies your claim, there will be no reimbursement for Loss or damage under this Plan unless the sole reason for denial is the specific exclusion of a particular item(s) (e.g., camera) under the Common Carrier’s contract of carriage.
- For carry-on baggage (baggage not checked with a Common Carrier), claims will be payable on the basis of the actual cash value (actual cash value is defined as the replacement cost at the time of Loss or damage, less depreciation). AMEX Assurance Company may, at its option, elect to repair or replace the covered baggage with property of like kind and quality, subject to settlement based on actual cash value.

Items With Special Limitations

Coverage for high-risk items is limited to a combined maximum of \$250 for each Eligible Person for each Covered Trip. These high-risk items include, but are not limited to, jewelry, sporting equipment, photographic or electronic equipment, computers and audio/visual equipment.

More of What’s Not Covered

Business contents or effects; umbrellas; hats; coats; cash or its equivalent; credit cards; securities; tickets and documents; contact lenses; artificial teeth and limbs; plants and animals; household effects (items used or displayed in a household, not of a personal nature, such as silverware, art objects, bedding and linens); automobiles; motorcycles; boats or other conveyances. However, bicycles checked as baggage and coats packed in checked or carry-on baggage are covered according to the checked and carry-on baggage coverages described above.

There is no coverage for Loss or damage: caused by war, civil war or radioactive contamination; contributed to or caused by voluntary consent; or contributed to or caused by confiscation or requisition by Customs or other governmental authority.

Who Is Covered

You are considered to be an “Eligible Person” under this Plan if:

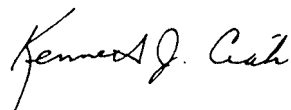
- (1) You are: [a] an American Express Cardmember who has an American Express Card or Account issued by American Express in your name; or [b] an employee (or other authorized person) of an entity which has a Business Travel Account, Airline Billing Account or Treasurer’s Card issued to it by American Express and are eligible to have your Common Carrier fare charged to that Account; or [c] the spouse or dependent child under age 23 of any Eligible Person described in [a] or [b] above; and
- (2) You are a resident of the United States of America or one of its territories or possessions and the American Express Card account or other Account used is billed in the United States.

How to File A Claim

- (1) To ensure prompt processing of your claim, you need to report any lost or damage baggage immediately, as follows
 - For checked baggage, you must file a written report of the Loss or damage with the Common Carrier before leaving the terminal.
 - For carry-on baggage, you must file a written report of the Loss or damage with a local law enforcement agency.
 - You must retain all written reports and receipts until the final claim determination has been made.
- (2) Call toll-free 1-800-645-9700 (overseas, call 303-273-6498) to report your claim to the claims department and obtain a Baggage Insurance Plan Claim Form.
- (3) Complete and sign the Baggage Insurance Plan Claim Form and return it with the documentation as requested in the claim form. Please note the following:
 - Your claim will NOT be processed until all these required documents are received.
 - You must return your completed claim form and required documents promptly, but not later than six months from the date of occurrence of Loss or damage, or your claim will be denied.

Additional Information For You

The American Express Card Baggage Insurance Plan is underwritten by AMEX Assurance Company (“Insurer”), Administrative Office, De Pere, Wisconsin. This document serves only as a Description of Coverage and is not a Policy or contract of insurance; the actual Terms, Conditions and Exclusions of Policy AX0400 (“Policy”) govern the Baggage Insurance Plan. The Policy has been issued to American Express Travel Related Services Company, Inc. by AMEX Assurance Company and is on file at the offices of American Express. This document replaces all existing prior Descriptions of Coverage for the American Express Card Baggage Insurance Plan.



Kenneth J. Ciak
President
AMEX Assurance Company



Timothy Meehan
Secretary
AMEX Assurance Company

† Does not apply to New York residents.

Agreement between Corporate Platinum Card member and American Express Travel Related Services Company, Inc.

Welcome to American Express® Corporate Card membership

Read this Agreement thoroughly before you sign or use the enclosed Corporate Platinum Card from American Express. By signing, using or accepting the Corporate Platinum Card, you will be agreeing with us to everything written here. Your use of the Corporate Platinum Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the Corporate Platinum Card in half and return the pieces to us. If you do sign the Corporate Platinum Card you should not use it before the valid date or after the expiration date printed on the face of the Corporate Platinum Card.

1. Definitions

As you read this Agreement, remember that the words "you", "your" or "Corporate Platinum Card member" mean the person named on the enclosed Corporate Platinum 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 the Corporate Platinum Card account is opened and whose name appears, in most instances, on the Corporate Platinum Card under your name. A "card" issued to a Corporate Platinum Card member is called a Corporate Platinum Card.

2. Use of the Corporate Platinum Card

You agree to use the Corporate Platinum Card solely for commercial business purposes in accordance with Company policy. No other person is permitted to use this Corporate Platinum Card for Charges, identification or for any other reasons. If you voluntarily relinquish physical possession of the Corporate Platinum Card to another person, you will be liable for all Charges incurred by that person to the extent allowable by applicable law. Spending limits may be placed on your Corporate Platinum Card, either at the request of your Company or at the discretion of American Express. Should your Corporate Platinum Card account be subject to spending limits, you will be notified in writing. You agree that you will not resell or return for a cash refund any goods, tickets or services obtained with the Corporate Platinum Card. Obviously, you may return any item or ticket to an establishment honoring the Corporate Platinum Card for credit to your account, if that establishment permits such returns. We reserve the right to deny authorization for any Charge.

3. Annual Fee

The annual fee ("Annual Fee") for the Corporate Platinum Card is \$300 and will be billed to your account annually.

4. Corporate Platinum Card Fees

All amounts charged to an account, including, without limitation, purchases, cash advances, travelers cheque encashments and any annual Corporate Platinum Card fees or other fees, will be called "Charges" in this Agreement. Charges also include any purchases in which you have evidenced an intent to incur a charge, regardless of whether you have signed a charge form.

5. Charges Made in Foreign Currencies

If you incur a Charge in a foreign currency, it will be converted into United States dollars on the date it is processed by us or our agents at a rate set by us based on an interbank, tourist or (where required by law) official rate, increased in each instance up to 2%. This rate may differ from rates in effect on the date of your Charges. Amounts converted by common carriers, such as airlines, will be billed at rates the carriers use.

6. Liability

You, as the Corporate Platinum Card member, are responsible for all Charges billed to your account. All business Charges are to be reported to Company for expense report processing in accordance with Company policy. All business Charges billed to the Corporate Platinum Card which are reimbursable by the Company will be paid by you or paid directly by the Company under the Company's expense procedures applicable to you. You, as the Corporate Platinum Card member, are accountable for any reimbursements and agree to remit such funds to us promptly. This Agreement has no effect on such procedures or your right to reimbursement or payment by the Company. To the extent that you, as the Corporate Platinum Card member, fail to honor any of the obligations under this Agreement, we reserve the right to collect the amount of such Charges directly from you.

7. Payments

Payment for all Charges is due immediately upon receipt of the billing statement we mail to you. You must notify us immediately of any change in your billing address. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, or with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system. If we decide to accept payment made in some other form, your payment will not be credited until it is converted into one of the forms described above. We may charge you any costs we incur in converting your payment. If any payment made on your account is not honored for its full amount, we may charge your account \$25 to cover collection costs on that payment, unless otherwise provided by the law of your jurisdiction.

We may accept late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

You agree to pay all court costs plus attorneys' fees of 15% of the then unpaid balance if we must refer your account to an attorney who is not our employee. You will pay a smaller amount if a court of competent jurisdiction considers a smaller amount appropriate or if applicable state law provides for a smaller amount.

8. Late Fees

We will send you a billing statement at the end of each billing period (intervals of approximately one month). Each billing statement will identify a "Closing Date" which is the cutoff date we determine for including Charges and payments for that billing period. If Charges on a billing statement remain unpaid, we may assess a late fee. The amount of the late fee depends on the length of time your account has remained unpaid and the address to which your bill is sent. Late fees will accrue as follows, unless prohibited by applicable state law:

- If any amount totaling more than \$35.00 is unpaid for two billing periods, then the late fee will be the greater of \$29 or 2.75% of all amounts unpaid for at least one billing period;
- If any amount totaling more than \$35.00 is unpaid for three or more billing periods, then there will be an additional late fee of the greater of \$29 or 2.75% of all amounts unpaid for at least one billing period;

For the purpose of calculating late fees, we will disregard amounts owed for the Annual Fee or amounts to be repaid to us for insurance premiums. Late fees will not exceed the maximum allowed by law.

9. Problems with Goods and Services

If you have any questions, problems or disputes concerning the monthly statement, you should contact us immediately and we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. However, unless required by law, we are not responsible for any problems you have with any goods or services you charge on the Corporate Platinum Card, and, if you have a dispute with an establishment honoring the Corporate Platinum Card, payment must be made and the dispute settled directly with the establishment. We will not be responsible if any establishment refuses to honor the Corporate Platinum Card or for any other problems you may have with such establishment.

10. Corporate Express Cash; Corporate Travelers Cheques

You may be able to enroll in the Corporate Express Cash program to obtain cash or American Express® Travelers Cheques at ATM dispensing machines and enroll in our Corporate Travelers Cheque program to obtain travelers cheques. We will have a separate agreement with you concerning use of the Corporate Platinum Card in connection with each program.

11. Insurance

If you use the Corporate Platinum Card to pay insurance premiums, you give us permission to pay those premiums for you when due and agree to pay us in accordance with the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Corporate Platinum Card account is canceled, we will stop paying premiums for you.

12. Lost or Stolen Corporate Platinum Cards

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

13. Renewal and Replacement Corporate Platinum Cards

Your Corporate Platinum Card account will be valid through the expiration date printed on the face of the Corporate Platinum Card. By accepting the issuance of this Corporate Platinum Card, you are requesting us to issue you a renewal or replacement Corporate Platinum Card before the current Corporate Platinum Card expires. We will bill renewal fees annually.

14. Changing this Agreement; Assignment

We have the right to change this Agreement at any time. We will notify you of any changes. We will consider that you have accepted the changes if you keep or use the Corporate Platinum Card after you receive our notice. If you do not accept the changes, you may terminate this Agreement by cutting the Corporate Platinum Card in half and returning the parts to us. We will then refund a pro rata portion of any Annual Fee. You will still be responsible for all Charges made before you terminated the Agreement. We may assign this Agreement at any time without notice. Availability of benefits is subject to internal policy of your Company.

15. Benefits and Services

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

16. The Corporate Platinum Card Remains Our Property; Cancellation

We can revoke your right to use the Corporate Platinum Card at any time with or without cause and without giving you notice. If we revoke the Corporate Platinum Card without cause, we will refund a pro rata portion of any Annual Fee. We may list revoked Corporate Platinum Card account numbers in our "Cancellation Bulletin," or otherwise inform establishments honoring the Corporate Platinum Card that the Corporate Platinum Card issued to you has been revoked or canceled. If we revoke the Corporate Platinum Card or it expires, you must return it to us upon our request. Also, if the Company or an establishment that accepts the Corporate Platinum Card asks you to surrender an expired or revoked Corporate Platinum Card, you must do so. You may not use the Corporate Platinum Card after it has expired or after it has been revoked.

17. Credit Information; Telephone Monitoring

You authorize us to make whatever credit inquiries we may deem appropriate and obtain and exchange any information we may receive in the course of such investigation with our affiliates. We may ask credit reporting agencies for reports of your individual credit history. Upon request, we will tell you whether an individual report was requested and the name and address of the agency that furnished it.

Your performance under this Agreement may be reported to credit reporting agencies. If you believe information we have furnished to a credit reporting agency about your Corporate Platinum Card account is inaccurate, you should write to us at the following address and identify the specific information you believe is inaccurate: American Express Credit Bureau Unit, P.O. Box 7871, Ft. Lauderdale, Florida 33329-7871.

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

18. Information Provided to Affiliates

You authorize American Express, its affiliates and licensees to exchange business and consumer credit reports. You may direct us not to share with our affiliates and subsidiaries certain information (other than transaction or experience information) about you or your Corporate Platinum Card account by writing to us at: American Express, P.O. Box 7852, Ft. Lauderdale, FL 33329. Please include your Corporate Platinum Card account number.

19. Privacy Act of 1974 Notification

American Express has entered into contracts which enable the Corporate Platinum Card to be accepted at certain Federal Government agencies and departments ("Agencies"). As with Card transactions at commercial establishments, when you choose to use your Corporate Platinum 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 Federal Register.

20. Use of Corporate Platinum Card Account Information

Your Corporate Platinum Card is issued to you under your Company's Corporate Card Program and is to be used solely for commercial business expenses in accordance with Company policy. We use data about your Corporate Platinum Card account to provide reports to your Company. We may provide information, including without limitation, information about your payment history and use of the Corporate Platinum Card to your Company so that your Company can effectively manage its business expense policy.

21. Mailing Lists

We may use information you have provided to us on your initial application and in surveys, information from how you use the Corporate Platinum Card and information from external sources, including consumer reports, for marketing activities (including mailing lists) by us and our affiliates. We may also use information derived from how you use the Corporate Platinum 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 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.

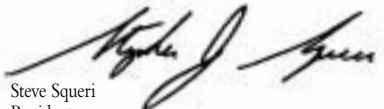
22. Governing Law

This Agreement is governed by the laws of the State of New York and applicable federal law.

23. Fees for Suspended or Canceled Corporate Platinum Cards

If your Corporate Platinum Card becomes 90 days past due and your charge privileges are suspended, we will charge a \$25 administrative suspense fee to you, subject to applicable law. If we cancel your right to use your Corporate Platinum Card due to non-payment, we will charge a \$25 reinstatement fee to you to process requests to reinstate your cancelled Corporate Platinum Card, subject to applicable law. We reserve the right, upon notice, to change these fees and/or charge additional fees in connection with reinstatement, cancellation or suspension of your Corporate Platinum Card.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.



Steve Squeri
President
Global Commercial Card