

The American Express® Business Card

SECTION 6 – COMPANY DETAILS (CONT)

SENIOR MANAGEMENT POSITIONS (Include only individuals who are not already listed above)

Full Name

Position (eg. CEO)

Residential Address
 Street Name

Date of Birth DD / MM / YYYY

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

Full Name

Position (eg. CEO)

Residential Address
 Street Name

Date of Birth DD / MM / YYYY

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

SECTION 7 – PARTNERSHIP DETAILS

COMPLETE THIS SECTION ONLY IF THE BUSINESS IS A PARTNERSHIP

Full Name of the Partnership

Country of Establishment
 New Zealand Australia United Kingdom United States

Does this person act as a Nominee Partner? Yes No

Full Name of Partner 1

Address of Partner 1
 Street Name

Date of birth DD / MM / YYYY Percentage of ownership %

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

Type of Partner General Limited

Does this person act as a Nominee Partner? Yes No

Full Name of Partner 2

SECTION 7 – PARTNERSHIP DETAILS (CONT)

Address of Partner 2
 Street Name

Date of Birth DD / MM / YYYY Percentage of ownership %

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

Type of Partner General Limited

Does this person act as a Nominee Partner? Yes No

Full Name of Partner 3

Address of Partner 3
 Street Name

Date of Birth DD / MM / YYYY Percentage of ownership %

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

Type of Partner General Limited

Does this person act as a Nominee Partner? Yes No

Full Name of Partner 4

Address of Partner 4
 Street Name

Date of Birth DD / MM / YYYY Percentage of ownership %

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

Type of Partner General Limited

Does this person act as a Nominee Partner? Yes No

If there are more than 4 Partners please attach on a separate page.

Beneficial Owners
 (Individuals who directly or indirectly own 25% or more of the company) Yes No

Are the shares held by Beneficial Owner 1 in Nominee/Bearer form? Yes No

Are the shares jointly held? Yes No

Full Name – Beneficial Owner 1

Residential Address – Beneficial Owner 1
 Street Name

Date of Birth DD / MM / YYYY Percentage of ownership %

NZ Driver's Licence No.
 (Field 5a on your Licence) (Field 5b)

IMPORTANT: BY SIGNING AND SUBMITTING THIS APPLICATION FORM YOU AGREE TO THIS DECLARATION

TO AMERICAN EXPRESS INTERNATIONAL (NZ), INC (“AMERICAN EXPRESS”):

By submitting this application, the Business and the Primary Business Card Applicant (together “you”) request American Express to issue the Business Card specified in the application to the Primary Business Card Applicant. In addition, you declare that:

- The information given on the application is true and complete and you authorise American Express to check that information and authorise your accountants to provide and verify any further details requested concerning the information. You acknowledge that American Express relies on this information to consider the application;
- You are financially solvent and able to pay your respective debts as they fall due;
- If the application is approved, you will comply with the Card Conditions that American Express will send to the Primary Business Card Applicant with their Card (receipt of which will be taken to constitute receipt also by the Business), and the Business and the Primary Business Card Applicant will be jointly and severally be liable to pay all fees, charges and other amounts referred to in the Financial Table;
- If the Business is a partnership or company, the Authorised Signatory who signed this application form is duly authorised to complete this application and has done so with the knowledge and consent of the Business partners/company directors;
- You understand and agree that the Business and Primary Business Card Application will be jointly and severally liable for all charges incurred on the Card. This includes all charges incurred until the Account is closed;
- You understand that all charges made using an Employee Business Card and any associated fees and other amounts will be the responsibility of the Business, the Primary Business Card Applicant and the Employee Business Card Applicant even though the charges will be billed to the account of the Business and the Primary Business Card Applicant;
- You understand and agree that the Business, the Primary Business Card Applicant and each Employee Business Card Applicant will be jointly and severally liable to pay all fees, charges and other amounts under the Business Card Conditions until the Account is closed;
- American Express may produce this application or a copy or other reproduction of it as evidence of your application for the Card and your agreement to this Declaration.

AUTHORITY UNDER THE NEW ZEALAND PRIVACY ACT

In this section “personal information” means information about The Business, the Primary Card Application and any Employee Card Applicant(s), including financial circumstances, credit worthiness, credit history, credit standing, credit capacity, use of the Card and conduct of the Account and “organisation” means the organisation, if any, whose name, logo or trademark appears on this application or on the Card issued.

The following statement describes how American Express collects, uses, shares and keeps your credit information and personal information. If you do not agree to our use of your credit information and personal information in this way, we may be unable to provide our products and services to you. The way we collect, use, share and keep your information is subject to the Privacy Act.

The American Express Online Privacy Statement describes how we may collect, use, share and keep information that we get about you online. When you use or access any of our online services, content or programs, whether on your smart phone, tablet or other mobile device, our Online Privacy Statement applies. The Online Privacy Statement is available at the link at the bottom of the American Express New Zealand homepage at americanexpress.com/nz/about-us/disclosures/privacy-statement/

To confirm your identity and the identity of any Employee Card Applicants, and to assess your application, and, if it is approved, to establish and manage your Card Account American Express International (NZ), Inc. needs to:

- Collect personal information about The Business, the Primary Card Applicant and any Employee Card Applicants in this application form and from other sources, and
- Obtain agreement from The Business, the Primary Card Applicant and any Employee card Applicant(s) in relation to using this personal information.

If the Business, the Primary Card Applicant or any Employee Card Applicant(s) do not provide the information requested or give their agreement, American Express may decline the application.

You agree that, subject to the Privacy Act, American Express and its agents may do the following (and provided the application is approved, this agreement continues until such time as the Account is closed and any credit provided is repaid):

- Obtain credit reports and any other sources or reports about you or individuals named by you (whether in this application or otherwise) or identified by American Express before, during or after providing services to you, from credit reporting agencies and other businesses that provide commercial credit worthiness information, for the purpose of identity verification, assessing your application and to collect overdue payments from you.
- Verify with the NZTA, driver’s licence information provided by you.
- Disclose personal information to credit reporting agencies and the organisation before, during or after providing credit to you. This includes, but is not limited to:
 - the fact that you have applied for a Card and that American Express is a credit provider to you;
 - the amount of credit extended;
 - the Card Member’s capacity in relation to the account (ie whether they are a Primary or Employee Card Member);

- up to 24 months of your repayment history;
- the status of your account as either “open” or “closed” (including the date the account was opened or closed);
- advice about Card payments which are in collection (and advice that payments are no longer overdue);
- advice that cheque(s) drawn by you, or direct debit requests to your bank account which you have authorised American Express to make have been dishonoured;
- American Express’ opinion that you do not intend to meet your credit obligations;
- that credit provided to you has been paid or otherwise discharged;
- sharing your Card application and whether it was successful; and
- any other information permitted under the Credit Reporting Privacy Code.
- Seek from and exchange personal information with the organisation and credit providers named in this application or in a credit report issued by a credit reporting agency.

This is for purposes including but not limited to:

- assessing your credit worthiness, this application and any subsequent application by you for credit;
- notifying other credit providers of a default by you;
- exchanging information about your Card Account where you are in default;
- American Express’ approval process as to any transactions you wish to make with the Card; and
- American Express’ administration of the Account.
- Exchange personal information with any person whose name you give American Express from time to time. This includes, for example, for the purpose of confirming employment and income details with any employer, landlord/mortgagee, accountant, financial adviser or tax agent named in this application.
- If you are in default under your Card Account, notify and exchange personal information with American Express’ collection agent.
- Exchange personal information with the organisation named on the application form for marketing, planning, product development and informational purposes including for the administration of a rewards programme, if any.
- Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purposes of customer research and offering you goods or services of an American Express company or of any third party acting on behalf of American Express, by mail, email or telephone or having related companies do so directly, unless notified otherwise in Section 3. After approval of this application, you understand that you can call 0800 656 660 to remove your name from such marketing lists. You acknowledge that your request may take six to eight weeks to be processed. Continuation of marketing communications will remain in place until you remove your name from such marketing lists or until twelve months after you close the Account.
- Transfer personal information confidentially to American Express related companies and other organisations which issue or service American Express Cards or provide services to you, subject to appropriate conditions of confidentiality. This includes transferring personal information to the USA or other countries for data processing and servicing.
- Monitor and record your telephone conversations with American Express from time to time for training, quality control or verification purposes.

You also agree that where you have provided American Express with information about another individual in this application form, or where personal information is identified by American Express before, during, or after providing services to you, including but not limited to the purpose of identity verification of individuals you will make sure that the individual has seen understood and agreed to:

- Your supplying their information to American Express and the purposes for which American Express has collected the information;
- American Express and their agents verifying with the NZTA, their driver’s licence information provided by you;
- Their ability to access that information in accordance with the Privacy Act (and to advise American Express if they think the information is inaccurate, incomplete or out of date); and
- The contact details of American Express’ Privacy Officer.

CONTACTING THE AMERICAN EXPRESS PRIVACY OFFICER

In accordance with the Privacy Act, you can access personal information about you held by American Express and advise if you think it is inaccurate, incomplete or out of date. To arrange access to personal information held by American Express about you, or enquire generally about privacy matters, write to: The Privacy Officer, American Express International (NZ), Inc., PO Box 4005, Shortland Street, Auckland 1140.

ONLINE STATEMENTS, ACCOUNT INFORMATION AND ELECTRONIC COMMUNICATION

Unless you have elected otherwise under Section 3, by providing your email address you understand that you have agreed to receive electronic online statements and other account information electronically from American Express. These communications will include notification of online statements and may also include product updates, marketing offers and opportunities, and other important information related to your account.

DECLARATION

IMPORTANT: BY SIGNING AND SUBMITTING THIS APPLICATION FORM YOU AGREE TO THIS DECLARATION

By agreeing to receive statements online you understand you will not receive paper statements by mail. You must register for online services and check your email regularly as you will be notified at your provided email address when your online statement is available to view. You can elect to change your email address, or you may withdraw your consent to receive online statements and electronic communication, at any time by notifying us on 0800 656 660.

BUSINESS PURPOSE DECLARATION:

You declare that the credit to be provided to you by American Express is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

AMERICAN EXPRESS MEMBERSHIP REWARDS® PROGRAMME

Enrolment and participation in Membership Rewards is subject to the Membership Rewards Terms and Conditions. An annual \$50 Membership Rewards fee applies. Only purchases are eligible for Membership Rewards points – balance transfers and cash advances are ineligible. Membership Rewards points do not expire while your Account is in good standing.

A fee may be applicable for participation in partner airline programmes.

ANNUAL CARD FEES

\$55 Annual Card Fee applies to the Primary Business Card and where applicable, \$40 Annual Card Fee applies to each Employee Card.

PLEASE RETURN YOUR SIGNED FORM EITHER BY:

- post to American Express International (NZ), Inc. Freepost 1588 (no postage required), PO Box 4005, Shortland Street, Auckland 1140 or
- email to new.accounts.sbs@aexp.com