

Supply Chain Finance Agreement

This Supply Chain Finance Agreement (the "Agreement") is entered into as of **[Date]**, by and between:

1. **American Express Company** ("Platform Provider"), a corporation organized and existing under the laws of the United States, with its principal office located at **[Address]**, and
2. **Supplier Name** ("Supplier"), a company organized and existing under the laws of **[State/Country]**, with its principal office located at **[Address]**.

WHEREAS, the Platform Provider operates a Supply Chain Finance (SCF) platform (the "Platform") that enables suppliers to request early payments on invoices from buyers; and **WHEREAS**, the Supplier wishes to participate in the SCF program to access early payment options for its invoices;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 **"Platform"**: The digital platform operated by the Platform Provider to facilitate early payment requests by suppliers.
- 1.2 **"Buyer"**: The entity purchasing goods or services from the Supplier and whose invoices are eligible for early payment under the SCF program.
- 1.3 **"Early Payment"**: The payment made to the Supplier prior to the invoice due date, subject to applicable fees and terms.
- 1.4 **"Discount Rate"**: The fee or interest rate applied to the invoice amount for early payment.
- 1.5 **"Eligible Invoice"**: An invoice approved by the Buyer and accepted by the Platform for early payment processing.

2. Scope of the Agreement

- 2.1 The Supplier agrees to use the Platform to request early payments on Eligible Invoices issued to Buyers participating in the SCF program.
- 2.2 The Platform Provider agrees to facilitate early payments to the Supplier in accordance with the terms of this Agreement.
- 2.3 This Agreement does not create any obligation for the Platform Provider to purchase invoices or guarantee payments from Buyers.

3. Supplier Obligations

3.1 The Supplier shall register on the Platform and provide accurate and complete information, including banking details, tax identification numbers, and any other required documentation.

3.2 The Supplier shall ensure that all invoices submitted for early payment are accurate, valid, and free of disputes.

3.3 The Supplier agrees to pay the applicable Discount Rate and any other fees associated with early payment requests.

3.4 The Supplier shall comply with all applicable laws and regulations related to its participation in the SCF program.

4. Platform Provider Obligations

4.1 The Platform Provider shall provide the Supplier with access to the Platform and ensure its functionality for submitting early payment requests.

4.2 The Platform Provider shall process early payment requests promptly, subject to the approval of the Buyer and the availability of funds.

4.3 The Platform Provider shall disclose the applicable Discount Rate and fees to the Supplier prior to processing any early payment request.

4.4 The Platform Provider shall maintain the confidentiality of the Supplier's information in accordance with applicable data protection laws.

5. Fees and Payment Terms

5.1 The Supplier agrees to pay the Discount Rate, which shall be calculated as a percentage of the invoice amount and deducted from the early payment.

5.2 The Platform Provider reserves the right to adjust the Discount Rate with prior written notice to the Supplier.

5.3 All payments to the Supplier shall be made to the bank account specified during registration.

6. Term and Termination

6.1 This Agreement shall commence on the Effective Date and remain in effect until terminated by either party.

6.2 Either party may terminate this Agreement with 30 days' written notice to the other party.

6.3 The Platform Provider may terminate this Agreement immediately if the Supplier breaches any of its obligations under this Agreement.

7. Confidentiality

7.1 Both parties agree to maintain the confidentiality of all non-public information disclosed in connection with this Agreement.

7.2 This confidentiality obligation shall survive the termination of this Agreement.

8. Limitation of Liability

8.1 The Platform Provider shall not be liable for any indirect, incidental, or consequential damages arising from the Supplier's use of the Platform.

8.2 The Platform Provider's total liability under this Agreement shall not exceed the fees paid by the Supplier in the 12 months preceding the claim.

9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of **[State]**, United States.

9.2 Any disputes arising under this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

10. Miscellaneous

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

10.2 Any amendments to this Agreement must be made in writing and signed by both parties.

10.3 The Supplier may not assign its rights or obligations under this Agreement without the prior written consent of the Platform Provider.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

American Express Company

By: _____

Name: _____

Title: _____

Date: _____

[Supplier Name]

By: _____

Name: _____

Title: _____

Date: _____