

AirPlus Debit Account Germany

Thank you for choosing AirPlus!

Your online AirPlus Debit Account application is now completed and has been sent to us electronically. Please find attached:

- AirPlus Debit Account Contract
- AirPlus Debit Account Terms and Conditions
- SEPA mandate

For the processing of your AirPlus Debit Account contract we need a **printed version** of the contract with the **signature** and the **company stamp**.

Please send the document to the following address: Lufthansa AirPlus Servicekarten GmbH, Department JX BC O, Dornhofstraße 10, 63263 Neu-Isenburg, Germany.

We are looking forward to a successful co-operation!

Save	Print	Send
<p>Please save the Contract for your records.</p>	<p>Please print the contract and sign it. If you have any questions please contact us:</p> <p>Phone Number: +49 (0) 61 02. 2 04 – 4 44</p>	<p>Please send the signed contract incl. this cover page via post, fax or e-mail to the following address:</p> <p>Lufthansa AirPlus Servicekarten GmbH Department: JX BC O Dornhofstraße 10 63263 Neu-Isenburg Germany F +49 (0) 61 02. 2 04 – 26 90</p>

To be filled by AirPlus / for internal use only:

Contract Number	Account Number	ORG																																											
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AirPlus Debit Account Contract Germany

1. Company

Application type

- ☐ Application for new AirPlus Debit Account contract
- ☐ Application for additional AirPlus Debit Account

AirPlus contract number
(mandatory for additional
account requests)

Consolidation number (to be
filled by AirPlus)

Group contract number (to be
filled by AirPlus)

The following contract is concluded between:

Company's name (as
registered with the respective
commercial register)

Company's registration
number

Street (P.O. Box not
accepted)

Postcode

City

Country

Value added tax registration
number (VAT reg. no.)
(the "Subscriber" or "We")

Subscriber's contact person for AirPlus

Salutation

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

First name

Last name

Phone

Fax

E-mail

Contact person for financial matters:

Salutation

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

Name

Phone

E-mail

and Lufthansa AirPlus Servicekarten GmbH, Dornhofstraße 10, 63263
Neu-Isenburg, Germany („AirPlus“).

KEY TERMS

2. Nature of business

What kind of products does the company offer to its customers?*

- ☐ business to business (B2B)
- ☐ business to consumer (B2C)

Yearly turnover of the contracting partner*

- ☐ 01-100
- ☐ 101-1.000
- ☐ 1.001-10.000
- ☐ 10.001-100.000
- ☐ >100.000 in thousand EUR

In which country / countries does the company offers its products/
services?*

In which country / countries are the company's main suppliers
operating?*

What kind of products / services does the company offer to its
customers?

- ☐ Clothing
- ☐ Construction
- ☐ Consumer goods
- ☐ Energy supply
- ☐ Financial services
- ☐ Food
- ☐ Freight transport
- ☐ Household appliances
- ☐ Infrastructure services
- ☐ IT Consulting
- ☐ IT Systems
- ☐ Jewelry
- ☐ Local supply
- ☐ Luxury goods
- ☐ Medical products
- ☐ Passenger transport
- ☐ Personnel services
- ☐ Petroleum and petroleum products
- ☐ Plant construction
- ☐ Power plant construction
- ☐ Production machinery
- ☐ Raw materials
- ☐ Recycling
- ☐ Security services
- ☐ Security technology
- ☐ Solar and wind power plants

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- ☐ Technical equipment
- ☐ Vehicles for private use
- ☐ Waste disposal
- ☐ Weapons
- ☐ not applicable

Please provide your details under the next point "Other"

Other:

☐

Please specify other products / services:

3. Identification

Information regarding identification

Identification of the signatories

First name

Last name

Date of birth

Function of the signatory

- ☐ Member of the representative body or legal representative
- ☐ Authorized representative

AirPlus will assign your authorized signatory, the acting person, a Personal ID (PID) as part of the identification process. This PID is allocated exclusively to this person as an individual and is only required once. It can be used for all business transactions with AirPlus (e.g., entering into a contract, applying for an account).

Please enter your PID here:

Person ID (PID)

Additional background information on the identification process and a detailed description can be found in the identification portal.

Power of Attorney:

The signatory has the required power of attorney to sign on behalf of the customer (power of attorney):

- ☐ Yes

Note: Please provide a copy of the power of attorney along with the contract documents (does not apply to partnerships).

In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

- ☐ No

If you do not have a power of attorney yet, you can use the following document:

Template "Power of Attorney" in Web Contract

Other signatories (if any)

Signatory no. 2

☐

First name

Last name

Date of birth

Function of the signatory

- ☐ Member of the representative body or legal representative
- ☐ Authorized representative

Person ID (PID)

Power of Attorney:

The signatory has the required power of attorney to sign on behalf of the customer (power of attorney):

- ☐ Yes

Note: Please provide a copy of the power of attorney along with the contract documents (does not apply to partnerships).

In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

- ☐ No

If you do not have a power of attorney yet, you can use the following document:

Template "Power of Attorney" in Web Contract

Signatory no. 3

☐

First name

Last name

Date of birth

Function of the signatory

- ☐ Member of the representative body or legal representative
- ☐ Authorized representative

Person ID (PID)

Power of Attorney:

The signatory has the required power of attorney to sign on behalf of the customer (power of attorney):

- ☐ Yes

Note: Please provide a copy of the power of attorney along with the contract documents (does not apply to partnerships).

In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

- ☐ No

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If you do not have a power of attorney yet, you can use the following document:

Template "Power of Attorney" in Web Contract

Signatory no. 4

☐

First name

Last name

Date of birth

Function of the signatory

☐ Member of the representative body or legal representative

☐ Authorized representative

Person ID (PID)

Power of Attorney:

The signatory has the required power of attorney to sign on behalf of the customer (power of attorney):

☐ Yes

Note: Please provide a copy of the power of attorney along with the contract documents (does not apply to partnerships).

In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

☐ No

If you do not have a power of attorney yet, you can use the following document:

Template "Power of Attorney" in Web Contract

Signatory no. 5

☐

First name

Last name

Date of birth

Function of the signatory

☐ Member of the representative body or legal representative

☐ Authorized representative

Person ID (PID)

Power of Attorney:

The signatory has the required power of attorney to sign on behalf of the customer (power of attorney):

☐ Yes

Note: Please provide a copy of the power of attorney along with the contract documents (does not apply to partnerships).

In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

☐ No

If you do not have a power of attorney yet, you can use the following document:

Template "Power of Attorney" in Web Contract

More information on identification

4. Beneficial Owner

Information on the beneficial owner(s)

Exception: Incorporated foundation/trust/subsidiary of a trust & non-registered association

Data of the beneficial owner(s)

Selection:

☐ Provision of data relating to beneficial owner(s)

No. 1

Beneficial owner no. 1

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 2

Beneficial owner no. 2

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)



City (private address)
Country
No. 3

Beneficial owner no. 3
☐ Beneficial owner
☐ Fictitious beneficial owner

Salutation
☐ Mrs.
☐ Mr.

Last name
First name
Date of birth
Place of birth
Nationality
Street (private address)
Postcode (private address)
City (private address)
Country
No. 4

Beneficial owner no. 4
☐ Beneficial owner
☐ Fictitious beneficial owner

Salutation
☐ Mrs.
☐ Mr.

Last name
First name
Date of birth
Place of birth
Nationality
Street (private address)
Postcode (private address)
City (private address)
Country
No. 5

Beneficial owner no. 5
☐ Beneficial owner
☐ Fictitious beneficial owner

Salutation
☐ Mrs.
☐ Mr.

Last name
First name
Date of birth
Place of birth
Nationality
Street (private address)
Postcode (private address)

City (private address)
Country
No. 6

Beneficial owner no. 6
☐ Beneficial owner
☐ Fictitious beneficial owner

Salutation
☐ Mrs.
☐ Mr.

Last name
First name
Date of birth
Place of birth
Nationality
Street (private address)
Postcode (private address)
City (private address)
Country
No. 7

Beneficial owner no. 7
☐ Beneficial owner
☐ Fictitious beneficial owner

Salutation
☐ Mrs.
☐ Mr.

Last name
First name
Date of birth
Place of birth
Nationality
Street (private address)
Postcode (private address)
City (private address)
Country
No. 8

Beneficial owner no. 8
☐ Beneficial owner
☐ Fictitious beneficial owner

Salutation
☐ Mrs.
☐ Mr.

Last name
First name
Date of birth
Place of birth
Nationality
Street (private address)
Postcode (private address)

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City (private address)

Country

No. 9

Beneficial owner no. 9

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 10

Beneficial owner no. 10

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

☐ Listed company or majority-owned subsidiary are exempted of the mandatory disclosure with the following declaration:

The signatory hereby declares that the contracting partner is a company listed in an organized market pursuant to § 2 para. 11 of the Securities Trading Act of Germany (Wertpapierhandelsgesetz, WpHG) or is a majority-owned subsidiary of such a company pursuant to § 290 para. 2 of the Commercial Code of Germany (Handelsgesetzbuch, HGB) or is subject to transparency requirements with regard to voting rights under European Community Law or equivalent international standards. Furthermore, I declare that there is no other natural person who is beneficial owner due to a relevant number of shares, voting rights or due to other exercise of control.

Stock exchange:

☐ Public corporation or majority-owned subsidiary is exempted of the mandatory disclosure under the terms of the following declaration:

The signatory hereby declares that the contracting partner is a public corporation/company or a majority-owned subsidiary of such a company.

Furthermore, I declare that there is no other natural person who is beneficial owner due to a relevant number of shares, voting rights or due to other exercise of control.

5. Transparency Register

The transparency register is a full register and contains entries on the so-called beneficial owners of legal entities and legal structures. Associations pursuant to Section 20 GwG and other legal entities pursuant to Section 21 GwG must obtain and retain information on their beneficial owners, keep it up to date and submit it to the registry for entry. The following information on the beneficial owners is included: First name, last name, date of birth, place of residence, country of residence, type and scope of the beneficial interest as well as nationality(ies).

New group

Please tick the appropriate box:

☐ Associations and legal entities not subject to registration: The Company is not required to submit information to the transparency register (e.g. Legal entities under public law).

☐ Associations and legal entities subject to registration: The information on the BO has been notified to the transparency register.*

Please enclose with the contract the extract from the transparency register

☐ Associations and legal entities subject to registration: No notification of the beneficial owners to the transparency register has been made yet, as the company has made use of the statutory transitional period regarding the information of the beneficial owners to be submitted for registration.

6. Bank Details and Accounting

AirPlus will invoice the reimbursement claims accrued and recorded as well as the fees owed to the Subscriber according to the chosen billing cycle. The invoiced amounts are due immediately and will be collected by direct debit in full within the chosen term of payment.

Payment terms:

* Invoicing frequency: daily

* Payment method: direct debit

* Due date: 0 day(s)

Invoices shall be rendered in euros (EUR). The Subscriber shall inform AirPlus of any and all objections to statements within six weeks after receipt of the respective statement § 676b para. 1 of the Civil Code of Germany (Bürgerliches Gesetzbuch, BGB) shall remain unaffected.

Bank Account

IBAN

SWIFT / BIC

Name of the bank

Bank address

Contact person at the bank

Phone

Fax

E-mail

BANK ENQUIRY / CREDITWORTHINESS CHECK

By its signature, the Subscriber irrevocably authorises the financial institute named above under "Bank Account" to provide AirPlus with any information necessary to establish the creditworthiness required for the issue and use of the AirPlus Debit Account(s) ordered.

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7. Account Turnover

Potential account turnover

Planned booking start date

8. Travel Agency

☐ We authorize the following travel agency to use the AirPlus Debit Account

Authorized Travel Agency for this account:

Travel agency's name

IATA number

Street / P.O. Box

Postcode

City

Contact person at travel agency for AirPlus:

Title

☐ Mr.

☐ Mrs.

☐ Ms.

Name

Phone

Fax

E-mail

9. Additional Features

Welcome letter Company name (your reference for allocating the welcome letter, 21 characters maximum)

Additional information (e.g. Travel Management, branch, 20 characters max.)

Insurance

Do you wish the insurance coverage "AirPlus Travel Insurance" incl. Excess Rental Car Insurance for this AirPlus Debit Account?

☐ Yes, maximum coverage 600.000 EUR.

Annual Account fee: 200 EUR incl. VAT

You can download the insurance confirmation of the insurer from the AirPlus Business Travel Portal.

10. Statement Layout

Settlement with additional data

☐ Employee Number (PK)

☐ Cost centre (KS)

☐ Accounting unit (AE)

☐ Departure date (BD)

☐ Project number (PR)

☐ Destination (RZ)

☐ Department (DS)

☐ Order number (AU)

☐ Internal account (IK)

Please provide your existing AirPlus Debit Account number if requesting an additional account with identical additional data fields (the agreed fees for setting up the additional data will be charged):

Settlement construction

Statement layout to be sorted as follows

☐ by purchase data

☐ by name

☐ by additional data fields:

Do you require a TAF (transaction fee) allocation to the ticket?

☐ Yes

Will subtotals be required on invoices containing additional data?

☐ no

☐ yes, at these places:

11. Online Services

It is deemed agreed that communication between AirPlus and the Subscriber within the scope of this contractual relationship can also take place electronically via the internet, in particular by e-mail to the e-mail address provided by the Subscriber. AirPlus shall provide statements and records of individual transactions to the Subscriber in PDF for downloading from the AirPlus Business Travel Portal at www.airplus.com If and when AirPlus has been provided with a correct e-mail address, AirPlus shall notify the Subscriber by e-mail when a new statement becomes available. The Subscriber undertakes to retrieve all new statements promptly after receipt of such e-mail notification. Statements and information on amounts invoiced shall be available online in the AirPlus Business Travel Portal for a period of 12 months following the first notification. No statements shall be sent to the Subscriber by regular mail.

First Name

Last Name

E-mail

Where the Subscriber wishes to have his or her statements sent to a third party's e-mail address or to have a third party retrieve his or her invoices from the AirPlus Business Travel Portal (and, where applicable, to have the e-mail notifications sent to this third-party's e-mail address), the Contract Partner hereby authorizes such third party to accept the invoices from AirPlus.

AirPlus Business Travel Portal

Portal access

☐

LOGIN name

Portal-Administrator - the following fields are mandatory for a newly requested access to the Portal

Salutation

☐ Mrs.

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☐ Mr.

First Name

Last Name

E-mail

The Subscriber hereby agrees to the Terms and Conditions for the AirPlus Business Travel Portal, which can be accessed and printed out via www.airplus.com/TC/DE-en
It can be submitted to you as a hard copy, if required.

12. Electronic Data Interchange (EDI)

With the Electronic Data Interchange Service AirPlus offers you a very simple way to receive your statement data electronically. Furthermore, it supports a variety of data formats and transmission channels from which you can select according to your individual needs.

You can activate the transfer of CSV data (Excel format) directly via the following check box:

CSV (Excel-Format)

☐ We herewith confirm that we have read and accepted the above mentioned preconditions and want to receive our statements electronically in addition to the PDF statement.

New setup or modification

☐ New setup

☐ Modification

EDI-Partner No.

13. Climate-friendly

AirPlus Green Reports

Do you want to order the AirPlus Green Reports?

☐ Yes, we order once and binding the AirPlus Green Reports

☐ No, we do not want to use this service

We order once and binding the **AirPlus Green Reports** for the below-mentioned AirPlus Company Account number from Lufthansa AirPlus Servicekarten GmbH:

AirPlus Company Account number:

For the following reporting period (12 months max.):

Start date:

End date:

Please note that a reporting can only take place once the AirPlus Company Account has been used as a method of payment.

For the above-mentioned reporting period we order the AirPlus Green Reports Flight:

For the above-mentioned reporting period we order the AirPlus Green Reports Flight: (Prices are exclusive VAT, if applicable)

☐ 400 EUR on contract level

☐ 1.000 EUR on multiple national contract level

☐ 2.500 EUR on multiple international contract level

Fee for the AirPlus Green Reports

Please charge us for the fee specified above on our AirPlus Company Account with the following number (the debit will be made with one of the next statements):

Account Number:

If the above field for the AirPlus Company Account number is left in blank, you order the "AirPlus Green Reports" for this AirPlus Company Account contract and the issued AirPlus Company Account will be charged.

Liability

Inasmuch as lawfully admissible, AirPlus is neither liable if the report is not appropriate for the Subscriber followed purpose nor for damages which occur in using the report or for missing suitability of the Subscriber followed purpose. This is also applicable if the Subscriber was adverted from AirPlus to such purpose or possibility of the occurrence of damage.

14. Remuneration

Unless otherwise notified, AirPlus charges a fee for this account in the amount of EUR 3.40 plus VAT per transaction, independent from the transaction amount. Depending on the concrete type of use of the card, AirPlus regularly waives this transaction fee as a whole or in part, subject to the respective applicable Whitelist retrievable at www.airplus.com/debitaccount.

15. Entry into Force

The Subscriber makes a binding offer to AirPlus for the execution of a framework contract on payment services by transmitting to AirPlus the completed and signed application and upon the receipt of the same by AirPlus. The framework contract on payment services shall come into effect as soon as AirPlus submitted the account number to the Subscriber.

Further agreements

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We hereby apply for an AirPlus Debit Account Contract, subject to the Key Terms, which are to be read in conjunction with, and in the case of inconsistency, shall prevail over the "AirPlus Debit Account General Terms and Conditions Germany" (as at: January 2018), each of which we have read, understood and accepted. We also accept the Terms and Conditions for the AirPlus Business Travel Portal.

Subscriber

X

STAMP
(mandatory)

Stamp Subscriber and legally binding signature(s) - mandatory

Name und title of signatory in printed letters - mandatory

Street/Postcode/City signatory - mandatory

Date

Lufthansa AirPlus Servicekarten GmbH

X

Legally binding signature(s)

Datum

SEPA Direct Debit Mandate

A	I	R	P	L	U	S													
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Mandate reference (to be completed by Lufthansa AirPlus Servicekarten GmbH)

Lufthansa AirPlus Servicekarten GmbH
Dornhofstr. 10
63263 Neu-Isenburg
Germany

By signing this mandate form, you authorise (A) Lufthansa AirPlus Servicekarten GmbH to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from Lufthansa AirPlus Servicekarten GmbH.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

Please complete all the fields marked *.

Your name

* Name of the debtor(s)

Your address

* Street name and number

* Postal code, city

* Country

Your account number

* Account number–IBAN

* SWIFT BIC

Creditor's name
and address

Lufthansa AirPlus Servicekarten GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany

Creditor identifier

DE83ZZZ00000309554

Type of payment

* Recurrent payment



One-off payment



City or town in which
you are signing

Location

* Date

Signature(s)

* Please sign here and print your name

Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.

Please return the original, signed mandate by post to the
above address. Thank you.

Creditor's use only

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1. Definitions

In these General Terms and Conditions, the following terms shall have the following meaning:

- "AirPlus" shall mean Lufthansa AirPlus Servicekarten GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany, the issuer of the AirPlus Debit Account,
- "Account" shall mean the AirPlus Debit Account provided by AirPlus,
- "Subscriber" shall mean the party to whom AirPlus has issued an Account,
- "Merchant" shall mean the company that accepts payments via the Account,
- "AirPlus Online Service" shall include, but not be limited to, the AirPlus Business Travel Portal and the AirPlus Information Manager (if requested by the Subscriber),
- "A.I.D.A." shall mean AirPlus A.I.D.A. Virtual Cards, a feature for registered users of the AirPlus Business Travel Portal which is used to generate a virtual Mastercard number for payments from Merchants who do not accept the AirPlus Debit Account.

2. Provision of Accounts

Upon receipt of the application completed by the Subscriber, AirPlus shall provide an Account to the Subscriber and shall link such Account to the address stated on the application. AirPlus reserves the right to decline applications for any reason whatsoever. The Subscriber shall cause the Account to be signed immediately upon receipt by a duly authorized executive.

3. Use of Accounts

The Subscriber shall use the Account to pay for services (as defined in the Agreement) which were provided by AirPlus and/or the respective Merchants and which the Subscriber used. Private use of the Account shall be expressly prohibited. The Subscriber commissions and authorizes AirPlus irrevocably to settle Merchants' receivables incurred by the Subscriber as a result of the Subscriber's use of the Account. The Subscriber irrevocably accepts each individual payment transaction vis-à-vis AirPlus by presenting or causing a third party to present the Account or providing or causing a third party to provide the Account number to the respective payee at the time of payment. The Subscriber shall reimburse AirPlus for all amounts outstanding which AirPlus has settled based on the Subscriber's commissioning and authorization of AirPlus to settle or has caused to be settled by third parties. AirPlus shall itemize on its current invoices the receivables to be reimbursed. If the Account is deposited with a Merchant or travel agency, the Subscriber shall provide AirPlus with the name and address of such company.

The following restrictions also shall apply to payment orders:

- the credit limit may not be exceeded,
- the Account must not be blocked, and
- no important reason may exist that entitles AirPlus to extraordinary termination as set forth under Section "Commencement and Termination of the Agreement" below.

AirPlus shall be entitled to block an Account if and when justified to do so due to factual reasons relating to the security of the Account or in the event of suspected unauthorized or fraudulent use of the Account or if there is a significantly increased risk of the Subscriber being unable to meet the Subscriber's payment obligations. AirPlus may also block an Account if and when AirPlus is authorized to terminate the Agreement for an important reason or if an Account number has been changed.

4. Responsibility for the Account

After the Account has been issued, the Subscriber shall be liable for each and every receivable resulting from the use of the Account. The Subscriber shall make all efforts required and reasonable to protect the Account against misuse ("Due Diligence Obligations"). If and when the Subscriber gains knowledge that an Account has been lost, stolen, or otherwise has gone missing or an Account has been or is being used by an unauthorized person, the Subscriber shall inform AirPlus without undue delay ("Loss Report"). The Subscriber also shall notify AirPlus without undue delay of any errors on invoices issued by AirPlus and/or of any other errors made by AirPlus.

If an unauthorized payment transaction results from the fraudulent use of a lost, stolen or otherwise missing Account number, AirPlus shall be entitled to request reimbursement of up to EUR 50 from the Subscriber to compensate in whole or in part for the damages incurred. The Subscriber shall not be liable if and when the Subscriber could not have been aware of such loss or theft of the Account number or of the Account number having gone missing or of such other unauthorized use of the Account before such unauthorized payment transaction was made or if the loss of the Account was caused by an AirPlus staff member, agent, or affiliate or by any other party to which AirPlus' activities have been outsourced.

The Subscriber shall not be liable to reimburse AirPlus for any damages incurred if and when the Account was used after a Loss Report was filed. Also, the Subscriber shall not be liable to reimburse AirPlus for any damages incurred if and when AirPlus fails to meet its obligations under § 675m para. 1 no. 3 of the BGB (Bürgerliches Gesetzbuch, Civil Code of Germany). This provision shall not apply if the Subscriber has acted with fraudulent intent.

The Subscriber shall be liable to reimburse AirPlus for any and all damages incurred if and when the Subscriber has acted with fraudulent intent or has caused the damages intentionally or by the gross neglect of any of the Subscriber's Due Diligence Obligations or any of the agreed-upon terms for the issuance and use of the Account.

In the event of unauthorized use of an Account, the Parties shall provide each other with any and all information required to collect receivables and/or to close the Account. The Subscriber shall refrain from using the Account as soon as the Subscriber no longer is authorized to use the Account issued under these General Terms and Conditions. In particular, the Subscriber shall no longer be authorized to use the Account after it has been declared invalid or has been changed.

If the Subscriber fails to fully settle an invoice by the agreed-upon payment deadline, AirPlus shall be entitled to demand a EUR 2.50 dunning fee as well as reimbursement of the damages caused by the delay and in any case at least the statutory interest in arrears, the rate of which currently is 5 (five) points above the basic interest rate. The Subscriber's right to prove that lesser damages or lower dunning fees have been incurred shall remain unaffected. Interest in arrears shall be calculated using the German commercial interest method (30/360 method).

AirPlus shall be entitled to block all of the Subscriber's Accounts for the duration of the delay to the extent a significantly increased risk exists that the Subscriber will not be able to meet the Subscriber's payment obligations.

5. Use of the AirPlus Online Service

The Subscriber has access to the AirPlus Online Service. The Subscriber undertakes to keep the Subscriber's user name and password confidential. The Subscriber hereby agrees to the General Terms and Conditions applicable to the AirPlus Business Travel Portal which can be accessed and printed out at www.airplus.com/TC/DE-en or, if required, can be provided by other means.

6. Use of AirPlus A.I.D.A. Virtual Cards

Together with the AirPlus Debit Account, AirPlus provides registered users of the AirPlus Business Travel Portal with the A.I.D.A. feature. If the AirPlus Debit Account is not accepted as form of payment, the Subscriber can generate a virtual Mastercard number using the A.I.D.A. software/AirPlus Business Travel Portal. This Mastercard number shall be linked with the AirPlus Debit Account in the background and transactions made with this number shall be settled through the Account. If the virtual Mastercard number is used abroad, a 1.5% fee shall be charged. No fee for use abroad shall be charged for any transactions from and to a state within the European Economic Area which are made in EUR or in a local currency of a member state which according to Article 14 of the Bank Transfer Regulation has notified its decision to extend the Bank Transfer Regulation to its local currency. These fees shall be invoiced together with the amount of the payment transaction.

7. Counterclaims, Offset, No Assignment

AirPlus shall not be liable for any non-acceptance of the Account for whatever reason by a Merchant or any other party authorized to accept the Account. The Subscriber shall not withhold payment of any amounts invoiced by AirPlus as a result of any dispute between the Subscriber and a Merchant or any other party authorized to accept the Account or of any claim the Subscriber may have against AirPlus or any Merchant. This provision shall not apply if AirPlus comes to the conclusion that no factual or legal reason exists for the Merchant's claims. Disputes as referred to herein shall include, but shall not be limited to, those arising from the Subscriber's assertion of claims due to poor service or non-performance of service or failures on the side of the Merchant, or other objections by the Subscriber against a Merchant or any other party authorized to accept the Account. The Subscriber shall not be entitled to offset any receivables with counterclaims vis-à-vis AirPlus or a Merchant unless such counterclaim has been acknowledged by AirPlus or has been determined in a final manner in a court of law. The Subscriber shall not be entitled to assert any rights of retention or to assign to third parties any claims the Subscriber may have against AirPlus.

8. Creation and Reinforcement of Collateral

AirPlus may demand creation of banking collateral for all claims, including conditional claims, arising from the business relationship with the Subscriber. AirPlus shall be entitled to demand creation or reinforcement of collateral at a later time even if AirPlus first fully or partially refrained from requesting such creation or reinforcement. However, such demand shall be conditional upon the occurrence or knowledge of circumstances which justify an increased risk assessment of the claims against the Subscriber including, but not limited to, if the Subscriber's financial situation deteriorates or is under threat of deterioration or the value of existing collateral has deteriorated or is under threat of deterioration. AirPlus shall be entitled to block any Accounts issued to the Subscriber until collateral has been created or reinforced. AirPlus shall not be entitled to demand collateral if it has been expressly agreed that the Subscriber must not create collateral or must create collateral in individual cases only. AirPlus shall grant to the Subscriber a reasonable period for the creation or reinforcement of collateral. AirPlus shall notify the Subscriber in advance of its intention to assert its right to terminate the Agreement without notice if the Subscriber fails to comply with the Subscriber's obligation to create or reinforce collateral in a timely manner.

9. Additional Data

If in addition to the standard data the Subscriber wishes to obtain company-specific data from AirPlus, the Subscriber shall enter into a service agreement in this regard with each Merchant or with the travel agency it uses. Should any additional data or parts thereof not be included in an invoice, the Subscriber shall not be entitled to withhold payment of all or part of the amount invoiced. AirPlus shall not be obligated to amend any invoices issued.

10. Fees

The amount of fees payable shall be set forth in the Agreement. Unless agreed upon otherwise, the fee shall be charged to the Subscriber in advance once a year.

Services which are not provided for in the Agreement but which are provided by AirPlus at the Subscriber's request shall be invoiced separately. The fees shall not be refundable.

11. Invoicing

All transactions shall be invoiced in EUR even if such transactions are made in other currencies. Transactions made in currencies of non-member states of the European Monetary Union shall be converted to EUR based on a conversion rate ("Reference Exchange Rate") which is based on the exchange rates published by one or more major German banks or on the exchange rates published by Mastercard International Incorporated or Visa Inc. on the banking day preceding the date of booking. The Reference Exchange Rate is determined by AirPlus every banking day and is published in the AirPlus Business Travel Portal. Changes to the Reference Exchange Rate agreed upon herein shall come into effect immediately and without prior notification.

12. SEPA Direct Debit Mandate

If payment through a SEPA direct debit mandate has been agreed upon and the Subscriber has granted or grants AirPlus such mandate, the following terms shall apply: Typically, AirPlus shall notify the Subscriber of an upcoming direct debit at the same time AirPlus sends the Subscriber the relevant invoice (or using any other notification method which has been agreed upon with the Subscriber) no later than 1 (one) calendar day prior to the direct debit of the respective amount ("Prenotification").

Amounts debited may deviate from the amounts detailed on the pertinent invoice, account balance or Prenotification if the SEPA direct debit mandate issued to AirPlus by the Subscriber is an umbrella mandate applicable to more than one agreement and if AirPlus has agreed to issue to the Subscriber a separate invoice or account balance for every agreement and, accordingly, a separate Prenotification, and the amounts owing have the same maturity date. In this case, the total amount, that is, the sum of all invoices and account balances issued, shall be collected on the maturity date.

The Subscriber shall ensure that the bank account indicated on the SEPA direct debit mandate contains sufficient funds such that all amounts due to AirPlus can be direct debited by AirPlus. This obligation shall apply whether or not the Subscriber was provided with a Prenotification in due time or at all.

13. Data Processing

The parties undertake to comply with the applicable regulations regarding data protection. The Subscriber warrants vis-à-vis AirPlus that the Subscriber's company has a reasonably concrete travel policy in place, that such policy is known to the Subscriber's employees, that the Subscriber has ensured and will continue to ensure that the Subscriber's employees are aware or can become aware that in specific booking situations they may infringe upon the travel policy, and that the Subscriber's employees and their representatives have been informed that AirPlus provides comprehensive data to enable the Subscriber to control compliance with the Subscriber's travel policy.

To the extent AirPlus collects and processes personal data on its own behalf, such collection and processing will be limited to the extent required and will be subject to AirPlus' privacy statement, a copy of which will be provided to the Subscriber. The Subscriber pledges to make AirPlus' data protection regulations known to the Subscriber's staff members without undue delay upon receipt.

14. Duty to Inform

The Subscriber shall inform AirPlus in writing without undue delay of any and all relevant changes including, but not limited to, the Subscriber's bank information and addresses. The Subscriber undertakes to provide AirPlus with an excerpt from the trade register if changes have been entered into such register (e.g., change of the company's name, reorganization) without being requested to do so and without undue delay, or at any time at AirPlus' request. In the event of material changes to the Subscriber's bank information, the Subscriber shall provide AirPlus without undue delay with a completed SEPA mandate, provided payment via SEPA direct debit mandate has been agreed upon.

15. Commencement and Termination of the Agreement

The Subscriber makes a binding offer to AirPlus for the execution of a framework contract on payment services by transmitting to AirPlus the completed and signed application and upon receipt thereof by AirPlus. The framework contract on payment services shall come into effect as soon as AirPlus has submitted the Account number to the Subscriber.

The Agreement can be terminated at any time by either party with 30-days' notice. Termination can be limited to individual Accounts. A termination initiated by the Subscriber shall come into effect upon the blocking of the Account affected by such termination. The Agreement can be terminated for an important reason at any time. Important reasons shall include, but not be limited to, the following:

- a) the Subscriber is found to have provided incorrect information on the application or at a later date culpably fails to meet the Subscriber's duty to inform under the Agreement;
- b) the Subscriber fails to meet the Subscriber's payment or other obligations under the Agreement;
- c) AirPlus gains knowledge that the Subscriber's financial situation has deteriorated significantly or is under threat of deteriorating significantly;
- d) the Subscriber fails to meet the Subscriber's obligations to create or reinforce collateral as set forth under Section "Creation and Reinforcement of Collateral" above or fails to comply with any other previous agreements within the reasonable period defined by AirPlus;
- e) the Subscriber requests suspension of payment and such request has been granted;
- f) the Subscriber closes or liquidates the Subscriber's business or takes action in this regard;
- g) any collateral ceases to apply;
- h) the Subscriber culpably and sustainably fails to comply with the Subscriber's duties regarding anti-money laundering, for example, culpably and sustainably fails to furnish proof or provide information; or
- i) the Subscriber relocates the

Subscriber's registered office or bank account to another country. Any termination shall be required in writing. After termination of the Agreement, all receivables owed to AirPlus by the Subscriber shall become due immediately. After termination of the Agreement, AirPlus shall remit any credit balance to the Subscriber.

16. Changes to the Agreement

AirPlus shall inform the Subscriber in writing of any and all changes or amendments to these General Terms and Conditions. The Subscriber shall be deemed to have accepted such changes or amendments if the Subscriber does not object in writing within 30 days. Along with the communication of changes or amendments, AirPlus shall inform the Subscriber separately of such consequences. In all other cases, the parties shall agree on any and all individual changes or amendments to these General Terms and Conditions which are not subject to § 675k para. 1 of the BGB in writing only. All changes and/or amendments shall be identified as such and shall be signed by both Parties.

17. Agents, Assignment of the Agreement

AirPlus shall be entitled to use agents to meet any of its obligations under the Agreement. The Subscriber consents to AirPlus providing information received from the Subscriber for risk assessment purposes (e.g., annual financial statements) to third parties, for example, to commercial credit insurance companies. Furthermore, AirPlus shall be entitled to assign its rights and obligations under the Agreement to third parties at any time. The Subscriber hereby declares consent to such assignment.

18. Payment Services, Limitation of Liability

Private use of the Account shall be expressly prohibited. The following provisions shall be waived to the extent legally admissible, that is, if the Subscriber is not a consumer pursuant to § 13 of the BGB: § 675d paras. 1 through 5, § 675f para 5 p. 2, §§ 675g, 675h, 675j para. 2, § 675v paras. 2, 4 and 5, §§ 675w through 675y, and § 676 of the BGB.

Any claims and/or objections the Subscriber may have against AirPlus under §§ 675u through 676c of the BGB (to the extent said provisions are not waived by these General Terms and Conditions) shall be excluded to the extent legally admissible, that is, if the Subscriber is not a consumer pursuant to § 13 of the BGB, if and when the Subscriber has not notified AirPlus within 6 (six) weeks after the date a charge for an unauthorized or incorrect payment was made. AirPlus' liability for damages incurred because a payment order is not executed or is executed incorrectly or too late shall be limited to EUR 12,500 provided such damages are not covered by § 675y of the BGB. This provision shall not apply in the case of intent and/or gross negligence or to interest damage or risk assumed expressly by AirPlus.

19. Severability Clause

Should any provision of these General Terms and Conditions or of any other agreement be or become invalid or unenforceable in whole or in part, the validity and enforceability of the remainder of the provisions of these General Terms and Conditions and of such other agreements shall remain unaffected. The Parties shall replace any invalid provision with a valid provision that comes as close as possible to the economic effect intended by the Parties. The same shall apply to the filling of gaps.

20. Applicable Law, Jurisdiction

The Agreement shall be subject to the substantive law of Germany. The venue shall be Darmstadt if AirPlus is the defendant and shall be Darmstadt or any of the Subscriber's venues if the Subscriber is the defendant.