

AirPlus Company Account Australia

Thank you for choosing AirPlus!

Your online AirPlus Company Account Contract is now complete and has been sent to us electronically.

Please find attached:

- AirPlus Company Account Contract
- AirPlus Company Account Terms and Conditions

In order to open an account, for legal reasons we need a signed copy of the Contract. A copy of the documents will also be emailed to your email address.

Save	Print	Send
<p>Please save the Contract for your records.</p>	<p>Please print and sign the Contract. If you have any questions please contact us:</p> <p>Phone: +61 (0) 2 8324 5670</p> <p>Please note that we will not release the account number without the original Contract.</p>	<p>Please send the signed Contract incl. this cover page via post, fax or email to the following address:</p> <p>AirPlus International Level 1, Suite 2, 10 Bridge Street Sydney, NSW 2000 Australia</p> <p>customeronboarding@airplus.com</p> <p>www.airplus.com</p> <p>Should we require further information regarding your application, we shall contact you.</p>

To be filled by AirPlus / for internal use only:

Contract Number

1	9	2	0	0	0	0	6	4											
---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--

Antrag/Vertrag

Account Number

1	9	2	0	0	0	0	6	4											
---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--

ORG

9	2	1
---	---	---

AM					ACCID							
----	--	--	--	--	-------	--	--	--	--	--	--	--



Signatory 3
.....
Signatory 4
.....
Signatory 5
.....

Certification requirements

For verification procedures, please provide one of the following documents, according to the status of your Company. All documents must be in English translation prepared by an accredited translator.

- ☐ Certified copy of the certification of registration issued by ASIC or by the foreign regulator or foreign registration body showing ARBN and whether registered as a private company or as a public company.
- ☐ A certified copy of the license or other records of the relevant Commonwealth, state or territory statutory regulator such as ASIC or APRA

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

KEY TERMS

2. 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 contracting party (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 contracting party (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 contracting party (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. 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 contracting party (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 contracting party (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

3. Beneficial Owner

Information on the beneficial owner(s)

Special cases:

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the

contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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)
City (private address)
Country

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the

contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

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

Note: In case the contracting party or any beneficial owner of the contracting party is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Source of Wealth Declaration Forms must be completed and returned.

☐ 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 domestic company listed in an organized market or, is a majority-owned subsidiary of such a company or, is a foreign listed public company subject to 'transparency of beneficial owner' disclosure requirements. 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:

Listed legal entity's name (in case of majority-owned subsidiaries)

☐ Companies licensed and regulated by a Commonwealth, state or territory government regulator are exempt from the mandatory disclosure with the following declaration:

The signatory hereby declares that the contractual partner is a company licensed and regulated by a Commonwealth, state or territory government regulator.

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.

Regulator name:

License details:

4. Bank Details and Accounting

ACCOUNTING TERMS

Unless otherwise agreed in writing, AirPlus will invoice the Subscriber for all reimbursement claims accrued and recorded in the billing cycle in accordance with the payment terms below:

AM					ACCID							
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For this contract the following payment terms are valid:

- * Invoicing frequency: monthly
- * Payment method: direct debit
- * Due date for payment: 14 day(s)

Invoices shall be rendered in Australian Dollar (AUD). The Subscriber shall inform AirPlus of any and all objections to invoices within six weeks after receipt of the respective invoice.

Account Number
SWIFT/BIC
Branch Name
Name of Bank
Bank Address
Bank State
Bank Postcode
Name / s on account
BSB Number

We hereby authorise AirPlus, until further notice, to withdraw by direct debit from the aforementioned bank account all balances due on the respective Account or Accounts. (Only in case direct debit is available as standard payment method).

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 Account(s) ordered.

5. Potential Turnover

AirPlus Account Turnover
Planned Booking Start Date

6. Travel Agency

- ☐ We authorise the following travel agency to use the account

Travel Agency Name
IATA-Number (if known)
Street / P.O. Box
Postcode
Suburb
Country

Contact person at Travel Agency

Title
☐ Mr.
☐ Mrs.
☐ Ms.
Name
Phone
Email
Transfer of Account No.

- ☐ We authorise AirPlus to share the Account Number with the Travel Agency (mandatory)

7. Additional Features and Prices

New group

Welcome letter

Company's
name (your reference
for
allocating the welcome
letter;
21 characters max.)

Additional information
(e.g.

Travel Management, branch;

20 characters max.)

Insurance

Do you wish the insurance coverage "AirPlus Travel Insurance" for this AirPlus Company Account?

(Prices are exclusive VAT, if applicable)

- ☐ Yes, maximum coverage 600.000 EUR.
Annual Account fee: 250 AUD

Travel Inconvenience Insurance

- ☐ Travel Inconvenience Insurance: 5,00 AUD per flight ticket/
person

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

8. Additional Data Fields

- ☐ Personal ID (PK)
☐ Department (DS)
☐ Cost Centre (KS)
☐ Accounting Unit (AE)
☐ Internal Account (IK)
☐ Departure Date (BD)
☐ Project Number (PR)
☐ Order Number (AU)
☐ Destination (RZ)
☐ Action Code (AK)

If you have an account with AirPlus already and would like us to copy across your current data set up onto your new account, please enter the current AirPlus Account Number here:

Invoice to be sorted as follows (free of charge)

- ☐ by purchase date
☐ by name
☐ by another data field:

Will subtotals be required on invoice containing additional data?

- ☐ no
☐ yes, at the following points:

Which day / day's of the month would you like your invoice? (please separate with semicolon)

AM					ACCID							
----	--	--	--	--	-------	--	--	--	--	--	--	--



9. 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

Email

Where the Subscriber wishes to have his or her statements sent to a third party's postal or e-mail address or to have a third party retrieve the statements 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 Subscriber hereby authorizes such third party to accept statements from AirPlus.

AirPlus Business Travel Portal

Portal access

☐

LOGIN Name

Portal-Administrator - the following fields must be completed for newly requested access to the Portal:

Salutation

☐ Mr.

☐ Mrs.

☐ Ms.

First Name

Last Name

Email

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/WW-en

They can be submitted to you as a hard copy, if required.

10. 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.

11. Climate-friendly

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.

12. Fees

All arising fees are charged in advance to the AirPlus Company Account issued** under this contract. The fees are non-refundable.

(* to be agreed between customer and AirPlus in case of more AirPlus Company Accounts under the present contract)

AM					ACCID							
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13. Entry into Force

The Subscriber shall make a binding offer to AirPlus for the execution of a Contract by transmitting to AirPlus the completed and signed application and upon the receipt of the same by AirPlus. The Contract shall come into effect as soon as AirPlus submitted the Account in the form of a card or the Account number to the Subscriber.

.....
Further agreements
.....

.....
We hereby apply for an AirPlus Company 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 Company Account General Terms and Conditions Australia" (as at: November 2016), each of which We have read, understood and accepted. We also accept the Terms and Conditions for the AirPlus Business Travel Portal (if chosen).

Subscriber



.....
Registered company name Subscriber and legally binding signature(s) – mandatory

.....
Name and title of signatory in printed letters - mandatory

.....
Street/Postcode/City signatory - mandatory

.....
Date

Lufthansa AirPlus Servicekarten GmbH



.....
Legally binding signature(s)

.....
Date

.....

.....

Direct Debit Request



Request and Authority to debit the account named below to pay Lufthansa AirPlus Servicekarten GmbH ("AirPlus")

Request and Authority to debit **Your Surname or company name** _____

AirPlus Account Number _____

Your Given names or ABN/ARBN _____ "you"

Request and authorise AirPlus to arrange, through its own financial institution, a debit to your nominated account any amount AirPlus has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name _____

Address _____

Insert details of account to be debited

Name/s on account _____

BSB number (Must be 6 Digits) _____

Account number _____

Acknowledgment

By **signing** and/or providing us with a **valid instruction** in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and AirPlus as set out in this Request

Insert your signature and address

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ____ / ____ / ____

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ____ / ____ / ____

Service Agreement

If there are any changes to the amount, date or frequency of your Direct Debit Lufthansa AirPlus Servicekarten GmbH will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Lufthansa AirPlus Servicekarten GmbH to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by Lufthansa AirPlus Servicekarten GmbH or your bank you are entitled to a full and immediate refund of the amount paid from your bank.

If you receive a refund you are not entitled to you must pay it back to AirPlus when requested.

You can cancel a Direct Debit at any time by simply contacting your bank. Please also notify us.

1. Defined Terms

In these General Terms and Conditions, the following terms are used as defined:

- Lufthansa AirPlus Servicekarten GmbH ("AirPlus"), Dornhofstr. 10, D-63263 Neu-Isenburg, Germany, is the provider of the AirPlus Company Account,
- "Account" shall mean the AirPlus Company Account provided by AirPlus,
- "Subscriber" shall mean the party to whom AirPlus has provided an Account,
- "Merchant": Company that accepts payments via the Account,
- "AirPlus Company Account Contract" or "AirPlus Company Account compact Contract" (each hereinafter referred to as "Contract"): This agreement between AirPlus and the Subscriber referring to the Account,
- "AirPlus Online Services" or "Online Service" provides links to services provided by third parties outside the control of AirPlus. This includes, but is not limited to, the AirPlus Business Travel Portal and the AirPlus Information Manager (if requested by customer),
- "GST" has the meaning that applies in the 'A New Tax System (Goods and Services Tax) Act 1999 (Cth)',
- "\$" refers to the lawful currency of the Commonwealth of Australia.
- "AirPlus group" means AirPlus and all of its related entities/entities in which AirPlus ultimately owns at least 35% or otherwise controls.
- "Data Protection Laws" means the Privacy Act 1988 (Cth), including the Australian Privacy Principles, as amended from time to time and all applicable regulations, registered privacy codes (including an APP Code) that apply to how a party processes Personal Information.
- "Personal Information" has the meaning given to that term in the Privacy Act 1988 (Cth).
- "Process" includes collect, record, organise, store, adapt, alter, retrieve, consult, use, disclose, make available, combine, block, erase or destroy.
- "Related Body Corporate" has the meaning given that term in the Corporations Act 2001.
- "A.I.D.A." or "AirPlus Integrated Data and Acceptance" shall mean the facility that generates for registered AirPlus Portal users a virtual MasterCard number for payments.

2. Provision of Accounts

Upon receipt of the application form completed by the Subscriber, AirPlus shall provide an Account to the Subscriber and link it to the address stated on the application form. AirPlus reserves the right to decline applications for any reason whatsoever. The Subscriber can receive a virtual or a physical card for the Account. Upon receipt of the physical card, the Subscriber shall ensure that the physical card is signed immediately by a duly authorised executive officer.

3. Use of Accounts

The Account entitles the Subscriber to pay services (as described in the Contract) of AirPlus and the chosen Merchant which the Subscriber uses. If the Account is deposited with a Merchant or travel agency, the Subscriber shall notify AirPlus of the name and address of such enterprise. The Subscriber is obliged to notify AirPlus without undue delay in writing of any relevant changes, in particular changes of the bank details and addresses. An excerpt from the commercial register shall be submitted without solicitation and without undue delay upon any change in the commercial register (in the event of a change of the firm name and transformation) or upon request of AirPlus.

Use of A.I.D.A.

(a) The Subscriber can access AIDA for payment to any Merchant that accepts MasterCard but does not accept the Account.

(b) A foreign exchange fee of 2.5% will apply to payments made via AIDA in any country outside of Australia. This fee will be invoiced as a separate line item together with the converted amount of the transaction.

4. Use of the AirPlus Online Service

The Subscriber has free access to the Online Service. The Subscriber undertakes to keep the user name and password secret. AirPlus does not assume any responsibility for the use of the Online Service. AirPlus disclaims without limitation all liability for loss or damage of any kind incurred in connection with the use of the Online Service, except for the case of gross negligence or intent on the part of AirPlus. The Subscriber undertakes to comply with all applicable laws (including intellectual property rights and criminal laws) in connection with the use of the Online Service. The Subscriber shall indemnify AirPlus from all claims of third parties arising against AirPlus in connection with the Subscriber's use of the Portal. The Subscriber hereby agrees to the General Terms and Conditions for the AirPlus Business Travel Portal which can be accessed and printed out at www.airplus.com/TC/WW-en. They may also be made available in other form, if required.

5. Responsibility for the Account

Upon provision of the Account, the Subscriber assumes liability for all claims resulting in connection with the use of the Account. The Subscriber shall take all necessary and reasonable efforts to protect the Account against misuse. The Subscriber shall notify AirPlus without undue delay upon discovery of loss, theft or misuse of the Account by any unauthorised person. The Subscriber shall notify AirPlus without undue delay of any erroneous entries on the invoice of AirPlus or any mistakes on the part of AirPlus. In the event of theft, loss or forgery the Subscriber shall not be liable if the Subscriber has taken all necessary and reasonable efforts to protect the Account against misuse and has informed AirPlus of the loss or misuse of the Account immediately upon discovery, unless the Subscriber acted grossly negligently or with fraudulent intent. In such case, the Subscriber shall be fully liable for the loss. In the event of loss, the Subscriber is liable for loss or misuse of the Account up to a maximum of \$ 100 until notification to AirPlus, unless the Subscriber can provide evidence of gross negligence or fraudulent intent. A handling fee of \$ 20 is charged for the provision of a replacement Account. In case of improper use of the Account, the parties shall inform each other of all details required for the collection of the claims and/or the closing of the Account. As soon as the Subscriber ceases to be entitled to use its Account provided within the scope of these General Terms and Conditions, the Subscriber shall without undue delay return the Account to AirPlus and refrain from any further use of the Account. In particular, the Subscriber will no longer be entitled to use its Account if it has been declared invalid or has been changed. If the Subscriber has received (a) physical card(s) for its Account(s) from AirPlus, and an invalid, changed Account is not returned to AirPlus, then AirPlus may charge a fee of \$ 100. The Subscriber is liable for any unreturned Accounts and for all amounts charged via an unreturned Account. If the Subscriber does not fully settle the invoice by the agreed maturity date, AirPlus will charge default interest in addition to the bank and collection fees, as from the maturity date. The default interest amounts to 9 % p.a. and is in any case limited to the admissible statutory maximum amount. AirPlus is entitled to block all Accounts of the Subscriber for the duration of default.

6. Counterclaims and Set-off

AirPlus is not liable for any non-acceptance of the Account, for whatever reason, by a Merchant or other person authorised to accept the Account. The Subscriber shall not be entitled to refuse to pay amounts invoiced by AirPlus as a result of any dispute between the Subscriber and a Merchant or any other entitled person, or any claim by the Subscriber against AirPlus or any Merchant authorised by AirPlus. This provision does not hold if AirPlus comes to the conclusion that no factual or legal reason exists for the claims of the Merchant. Disputes as referred to herein are considered to be particularly those that deal with the Subscriber's assertion of claims due to poor service or lack of service or failures on the side of the Merchant, or other objections by the Subscriber against Merchant or another person entitled to this. The Subscriber is not entitled to offset receivables with counterclaims against AirPlus or a Merchant, unless the claim is acknowledged by AirPlus or is the subject of a binding decision of a court. The Subscriber is not entitled to assert a right of retention.

7. Bank Guarantee / Collateral

AirPlus may request the creation of banking collateral for all claims arising from the business relationship with the Subscriber, even if the claims are conditional. If AirPlus has first fully or partially refrained from requesting the creation or increase of collateral, AirPlus may later still demand collateralisation and/or increase. This, however, requires that circumstances occur or become known which justify an increased risk assessment of the claims against the Subscriber. This can be the case in particular if the economic situation of the Subscriber has unfavourably changed or threatens to change unfavourably, or if the existing collateral has deteriorated or threatens to deteriorate in value. Until creation or increase of the collateral, AirPlus shall be entitled to block any Accounts provided to the Subscriber. AirPlus does not have a collateralisation claim if it has been expressly agreed that the subscriber does not have to furnish collateral or only specifically named items of collateral. AirPlus will grant to the Subscriber a reasonable period of time for the creation or increase of collateral. Should AirPlus intend to exercise its right to termination without notice if the Subscriber does not timely comply with its obligation to create or increase collateral, AirPlus shall prior thereto inform the Subscriber accordingly.

8. Credit Balance on the Account

The Account is a means to centrally pay for services rendered by AirPlus and for business travel services rendered by selected Merchants of AirPlus. In the event that the Account exceptionally shows a credit balance not caused by crediting a previously debited amount, but is, as the case may be, based on the fact that the Subscriber has entrusted a third party acting on its behalf to receive the refund of value added tax (or equivalent tax in any jurisdiction, including GST) paid on business travel- and/or other services rendered abroad, and that it is deemed agreed that such refunds shall be remitted to AirPlus for crediting to the Account of the Subscriber, the following shall apply:

- The credit balance can be used only for payments relating to business travel services by use of the Account;
- A claim for disbursement, whether in cash or cashless, does not exist.

The foregoing restrictions also apply in all other events in which credit balances arise on the Account for any reason whatsoever save on termination of this contractual relationship in which case all credit balances shall be remitted to the Subscriber in accordance with Clause 13

9. Additional Data

If the Subscriber requests additional data exceeding the standard billing information, the Subscriber shall enter into a corresponding service agreement with the Merchant or with the travel agency it uses. The Subscriber shall not be entitled to withhold or reduce payment of individual or all invoiced amounts on the grounds that any additional data do not at all, only in part, or insufficiently appear on the invoice of account. AirPlus is not obliged to subsequent improvement.

10. Fees and Billing

The amount of the fees arises from the Contract and/or from the AirPlus Company Account application form, and is charged to the Subscriber once a year in advance. Additional services rendered by AirPlus upon request of the Subscriber will be charged separately. The fees are not reimbursable. AirPlus is entitled to postpone billing if this seems useful (e.g. in the case of minor amounts).

11. Goods and Service Tax (GST)

All amounts payable by the Subscriber under or in connection with this agreement are expressed to be GST exclusive. Where AirPlus makes a taxable supply to the Subscriber, the Subscriber must pay an additional amount on account of GST without deduction or set-off when it provides the GST exclusive consideration. If the amount of GST paid by the Subscriber differs from the amount of GST payable at law by AirPlus, the amount payable by the Subscriber will be adjusted accordingly. Terms in this clause have the same meaning as given to them in the 'A New Tax System (Goods and Services Tax) Act 1999 (Cth).

12. Data Processing

It is known to the Subscriber that AirPlus stores, changes, transfers or uses accounting data and additional data, or receives data from third parties, within the scope of the intended purpose of this contractual relationship and as a means for performing its own business purpose. It is furthermore known to the Subscriber that AirPlus transfers or uses accounting data and additional data in the interest of third parties. The accounting data or additional data can contain personal data of the Subscriber's employees which are subject to data protection. The Subscriber therefore warrants that the legal data protection requirements for the storage and/or transfer of such data by AirPlus are met. Insofar as AirPlus transfers to the Subscriber any raw data for the generation of data for analysis and assessment, the Subscriber warrants to AirPlus

- that the company has sufficiently concrete travel guidelines and that these are known to the employees,
- that it has been ensured that in the concrete booking situation the employees are aware or can be aware of the fact that they might violate the travel guidelines,
- that the employees and the representation of the employees have been informed that AirPlus provides comprehensive data to enable the Subscriber to monitor the compliance with the travel guidelines.

12A. Data Protection:

In collecting, using, holding and/or disclosing the Personal Information of the Subscriber's employees AirPlus shall:

- comply with all Data Protection Laws in the performance of its rights and obligations under this Contract;
- use the Personal Information only for the purpose of fulfilling its obligations under this Contract, , unless Subscriber consents another usage;

(iii) restrict access to the Personal Information to its and the AirPlus group's employees, officers and contractors who need to access the Personal Information to fulfil AirPlus'

obligations under this Contract;

- not disclose any Personal Information to any third party (other than a member of the AirPlus group) without the subscriber's prior written consent, unless such disclosure is:

- to the individual to whom the information relates;
- to a law enforcement body, government authority or similar body to whom Personal Information may be required or permitted to be disclosed;
- reasonably necessary to lessen or prevent a serious or imminent threat to an individual's life, health or safety, or a serious threat to public health or safety; or
- the third party is a service provider to whom Personal Information must be disclosed in order for AirPlus to provide the services or otherwise fulfil its obligations under this Contract, provided that AirPlus enters into a written agreement with the third party that contains privacy obligations similar to this clause 12 and AirPlus remains accountable for the acts and omissions of such third party in relation to any Personal Information disclosed to them; or
- otherwise permitted or required by law, including the Data Protection Laws; and

- during and after the term of this Contract, take reasonable steps to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification, interference or disclosure, including undertaking any staff training as may be required, in accordance with the Data Protection Laws

13. Commencement and Termination of Contract

The Contract shall take effect by submission of an offer upon signing by the Subscriber, acceptance by AirPlus and submission of the account data. If an initial term is explicitly stipulated in the Contract, the Contract shall continue in force for the duration of the initial term. Thereafter, either party can terminate the Contract on sixty days written notice to the other party any time. Termination can be restricted to individual Accounts. Termination of the Subscriber takes effect upon blocking of the terminated Account. Termination for good cause is possible at any time. Good cause is in particular given if a) the Subscriber culpably and sustainably violates its co-operation obligations or b) if the Subscriber fails to meet its payment or other

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obligations under this agreement or c) AirPlus gains knowledge of the fact that the Subscriber encounters or is threatened to encounter economic difficulties, and/or if a petition for opening of insolvency or any similar proceedings has been filed, or if such proceedings have been opened or rejected or d) if the Subscriber does not comply with its obligation to create or increase collateral according to § 7 or under any other agreement within a reasonable period of time fixed by AirPlus or e) the Subscriber requests and is granted suspension of payments or f) the Subscriber closes down or liquidates its business or takes steps to that effect, or g) if any collateral ceases to exist or h) the Subscriber culpably and sustainably fails to co-operate within the scope of combating money laundering, e.g. culpably and sustainably fails to provide substantiation or culpably and sustainably fails to give information. Upon termination, all claims of AirPlus against the Subscriber fall due with immediate effect. After termination of the contractual relationship, AirPlus shall remit any credit balance to the Subscriber.

14. Changes and Amendments

AirPlus shall notify the Subscriber in writing of any changes or amendments of the contractual provisions. They are deemed acknowledged, unless the Subscriber objects to them in writing within thirty days. If the Subscriber objects within the 30-day period, the changed or amended contractual provisions shall nonetheless be deemed acknowledged if the Subscriber continues to use the Account(s). AirPlus will explicitly point out such consequence to the Subscriber upon notification of the changes or amendments. Apart therefrom, the Parties shall agree on individual changes and amendments to these Terms and Conditions in writing only. They must be identified as such and require signing by both Parties.

15. Other Parties and Agreements

AirPlus shall be entitled to involve vicarious agents for fulfilment of the Contract as a whole or in parts. The Subscriber agrees that such third parties gain access to various master data of the Subscriber within the scope and to the extent required for their activities. Such third parties must be subject to confidentiality undertakings and privacy obligations no less stringent than those in this Contract. AirPlus is furthermore entitled to transfer the rights and obligations under this Contract to third parties at any time. The Subscriber already here and now consents thereto. The Subscriber is not entitled to assign claims against AirPlus to any third party.

16. Severability Clause

If any provision of these Terms and Conditions or any provision within the scope of other agreements is entirely or partially invalid, this shall not affect the validity of the other provisions. The Parties shall replace any invalid provision by a valid provision by which the economic purpose of the Terms and Conditions and/or other agreements as pursued by the invalid provision is best achieved. The same applies to the closing of any contractual gaps.

17. Final Provisions / Place of Jurisdiction

The Contract is subject to the substantive law of New South Wales. To the extent legally permissible, place of jurisdiction shall be Sydney, NSW.