

AirPlus Travel Trade Account Belgium

Thank you for choosing AirPlus!

Your application data has been transmitted to us electronically. As part of the application process you will receive the following documents in PDF sent to the e-mail address provided in the application:

- An AirPlus Travel Trade Account application form;
- a copy of the General Terms and Conditions regarding the AirPlus Travel Trade Account;
- a SEPA mandate form; and
- a power of representation form, if applicable.

To enable us to process your agreement or application, please provide us with the following documents:

- the **AirPlus Travel Trade Account** agreement **signed** and with your **company stamp** affixed;
- the **original SEPA mandate form signed** and with your **company stamp** affixed;
- a **current excerpt** from a **public register** (no more than three months old);
- if applicable, a **power of attorney** if one of the signatories is not a legal representative or a member of the representative body; and
- if applicable, **documents identifying the signatory**; and
- if applicable, an overview of all shareholders and shares hold (chart of shareholdings), which provides an overview of all beneficiaries.

Please sign the original SEPA direct debit mandate and mail it to the following address:
AirPlus International, Evert van de Beekstraat 1-22, 1118 CL Schiphol, The Netherlands

We look forward to a successful partnership with you!

Printing	Completing	Dispatch
<p>Please print and complete the application and, if applicable, the power of representation. If you have any questions, please call us at:</p> <p>+31 20 795 19 90</p>	<p>Please complete the application by enclosing the following documents:</p> <ul style="list-style-type: none"> • signed application form; • SEPA mandate form; • excerpt from a public register; and • authorization and documents identifying the signatory, if applicable. 	<p>Please send the signed Contract incl. this cover page via e-mail to the following address:</p> <p>CorporateOnboarding@airplus.com</p> <p>Should we require further information regarding your application we will contact you.</p>

To be filled by AirPlus / for internal use only:

Contract Number

1	2	2	0	8	2	2													
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Antrag/Vertrag

Account Number

1	2	2	0	8	2	2													
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ORG

0	5	6
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Template "Power of Attorney" in Web Contract

Authorizing person

First name

Last name

Function of the signatory

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 legal representatives acting on behalf of the contracting partner, the Official Gazette entry stipulating the powers of representation is required to be provided along with the contract documents.

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 person authorized to act on behalf of the contracting partner, and the name and signature of the signatory with documented authority to act on behalf of the contracting partner.

☐ No

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

Template "Power of Attorney" in Web Contract

Authorizing person

First name

Last name

Function of the signatory

More information on identification

3. Beneficial Owner

Information on the beneficial owner(s)

☐ We have enclosed an official and signed organizational chart including the ownership structure (not older than 3 months)

Please include an up-to-date (

Special cases: Incorporated foundation/trust/subsidiary of a trust & association, European and international institutions, public corporations

Data of the beneficial owner(s)

Selection:

☐ Provision of data relating to beneficial owner(s)

Note: If the contracting partner or the beneficial owner of the contracting partner is a Politically Exposed Person (PEP), or a family member or known close associate of a PEP, the Financial Due Diligence Form(s) must be completed and returned to us.

No. 1

Beneficial owner no. 1

☐ Beneficial owner☐ Fictitious beneficial owner

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares☐ ownership or control of voting rights☐ exerts similar control in any other way

The type of control that the identified BO exercises over the contracting partner (percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:



Type of ownership

- ☐ ownership or control of capital shares
- ☐ ownership or control of voting rights
- ☐ exerts similar control in any other way

The type of control that the identified BO exercises over the contracting partner
(percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

- ☐ ownership or control of capital shares
- ☐ ownership or control of voting rights
- ☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner
(percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

- ☐ ownership or control of capital shares
- ☐ ownership or control of voting rights
- ☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner
(percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner (percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.

☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner (percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.

☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner (percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.

☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner (percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.

☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 9

Beneficial owner no. 9

☐ Beneficial owner

☐ Fictitious beneficial owner

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner (percentage of control or description of the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.

☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

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

Nature of the control

Please indicate how the beneficial owner exercises control over the contractual partner:

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ exerts similar control in any other way

The type of control that the identified BO(s) exercises over the contracting partner (percentage of control or description of

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the means of the control):

Date of the control

The date on which the natural person identified as BO of the contracting partner became the BO.

Salutation

☐ Mrs.

☐ Mr.

Last name

Alternate Name (if any)

Pseudonym (if any)

First name

Other names (if any)

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

☐ Listed companies or their majority owned subsidiaries 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 listed 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, the signatory declares 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:

4. Settlement and Payment

Unless otherwise agreed in writing, AirPlus will issue a statement to the Subscriber for all reimbursement claims arisen and recorded during the statement cycle in accordance with the payment terms as set out below.

For this contract the following terms are valid:

- Invoicing frequency: weekly
- Payment Method: direct debit
- Due date: 10 day(s)

Bank account (mandatory):

IBAN

SWIFT/BIC

Name of bank

Contact person at bank

Address

Postcode

City

Country

Phone

E-mail

5. Partner

☐ We authorise the following Travel Agency to use the account

Travel Agency Name

IATA-Number

Street / P.O. Box

Postcode

City

Country

Contact person at Travel Agency

Title

☐ Mr.

☐ Mrs.

☐ Ms.

Name

Phone

Fax

Email

Transfer of Account No.

☐ We authorise AirPlus to share the Account Number with the partner (mandatory)

6. Account Turnover

AirPlus Account Turnover

Planned Booking Start Date

7. Statement Layout

Settlement with additional data

☐ Employee number (PK)

☐ Cost centre (KS)

☐ Accounting unit (AE)

☐ Departure date (BD)

☐ Destination (RZ)

☐ Project number (PR)

☐ Department number (DS)

☐ Order number (AU)

☐ Internal account (IK)

Existing AirPlus Travel Trade Account number for additional account with identical data fields:

Statement to be sorted by the following criterion:

☐ by purchase date

☐ by name

☐ by additional data field

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

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☐ Yes

Will subtotals be required on statements containing additional data?

☐ no

☐ yes, at these places:

8. 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 (free of charge)

Portal access

☐

LOGIN Name

Portal-Administrator:

Title

☐ Mrs.

☐ Mr.

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

9. Electronic Data Interchange (EDI)

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

Your benefits at a glance:

- Acceleration of your business processes
- Cost reduction (e.g. simplification of costly, paper based

workflows)

- Lower error rate as the data is being processed automatically so no manual entries are required any longer
- No double accounting
- Increased security with regard to the transmission of data
- Unit cost reduction through automated processes

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 for continuing and want to receive our statement electronically in addition to the PDF

New setup or modification

☐ New setup

☐ Modification

EDI-Partner No.

10. Entry into Force EN

The Subscriber shall make a binding offer to AirPlus for the conclusion of the 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.

11. Further Provisions

If the Account is used by an IATA travel agency, that travel agency will be responsible for ensuring that all regulations and resolutions of the IATA are complied with.

Further agreements

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We hereby apply for an AirPlus Travel Trade 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 Travel Trade Account General Terms and Conditions Belgium" (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



STAMP
(mandatory)

Stamp 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

SEPA Business-to-Business Direct Debit Mandate

A I R P L U S

Mandate reference (to be completed by Lufthansa AirPlus Servicekarten GmbH)

Airplus International
Evert van de Beekstraat 1-22
1118 CL Schiphol
The Netherlands

Your credit institution:

Name

Street name and number

Postal code, city

Fax

E-mail

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.

This mandate is only intended for business-to-business transactions. You are not entitled to a refund from your bank after your account has been debited, but you are entitled to request your bank not to debit your account up until the day on which the payment is due.

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

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

Your AirPlus Account number

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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 Travel Trade Account,
- "Account" shall mean the AirPlus Travel Trade 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 Travel Trade Account Agreement" ("Agreement") shall mean this agreement regarding the Account entered into by and between AirPlus and the Subscriber,
- "AirPlus Online Service", includes inter alia the GeTTS eService Center and the AirPlus Business Travel Portal,
- "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 Travel Trade 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.

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 statements 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. IATA travel agencies which use the Account shall ensure that all IATA regulations and resolutions are complied with.

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 statements 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 a statement 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 GeTTS eService Center and the AirPlus Business Travel Portal which can be accessed and printed out at www.airplus.com/TC/WW-en or, if required, can be provided by other means.

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

Together with the AirPlus Travel Trade Account, AirPlus provides registered users of the AirPlus Business Travel Portal with the A.I.D.A. feature. If the AirPlus Travel Trade 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 Travel Trade 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 2.5 % 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 and, 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 a statement, 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 statements 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 statement (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 statement, account balance or Prenotification if the Subscriber received any credit notes in the period between the issuance of the statement or account balance or the provision of the Prenotification and the payment deadline or if any transactions were cancelled in said period.

Amounts debited also may deviate from the amounts detailed on the pertinent statement, 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 statement 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 statements 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. 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' privacy statement 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 text format 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.