

# AirPlus Company Account Agreement Canada

Thank you for choosing AirPlus!

Thank you for choosing AirPlus. Your online AirPlus Company Account Agreement is now completed and has been sent to us electronically.

- Please find attached:
- Your AirPlus Company Account
  - Agreement including the Terms and Conditions

A copy of this document was sent to the mentioned email address. In order to legally open an Account, we must have a **printed and signed copy of the Agreement itself**.

Thank you and we look forward to a successful relationship!

Save

Please save this Agreement for your records.

Print

Please print this Agreement and sign it immediately.  
  
If you have any questions, please contact us:  
  
(703)-373-0940

Send

Please send the **signed Agreement including this cover page** via post, fax or scanned in an email to the following address:  
  
AirPlus International. Inc.  
1800 Diagonal Road  
Suite 275A  
Alexandria, VA 22314  
USA  
Fax (703)-373-0941  
Email: usa@airplus.com  
  
Should we require further information regarding your application, we will contact you directly.

To be filled by AirPlus / for internal use only:

Contract Number

1

9

2

0

0

0

0

0

3

Account Number

1

9

2

0

0

0

0

0

3

ORG

9

1

8



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Phone (O) .....

Phone (M) .....

Email .....

## 5. Layout of Statement

### Statement with additional data

AirPlus offers the option of an account statement with additional data as stipulated by the Subscriber in consultation with AirPlus.

Please use the supplementary data (Descriptive Billing Information) preferences from account number (if applicable):

☐ Cost Center (KS) .....

☐ Employee Number (PK) .....

☐ Project Number (PR) .....

☐ Department (DS) .....

☐ Order Number (AU) .....

☐ Accounting Unit (AE) .....

☐ Departure Date (BD) .....

☐ Internal Account (IK) .....

☐ Final Destination (RZ) .....

Statement to be sorted by:

☐ by purchase date .....

☐ by passenger name .....

☐ by DBI: .....

Which DBI should be included in the sort (please indicate the order)?

Indicate sort sequence .....

Will subtotals be required on statements?

☐ yes, at the following points: .....

☐ by purchase date .....

☐ by passenger name .....

☐ by DBI: .....

Which DBI should be included in the subtotal?

## 6. Online Services

Statements will be provided free of charge as PDF documents in the AirPlus Business Travel Portal (Online Card Account). The designated recipient(s) will be notified by email each time a statement is available. The customer agrees to retrieve statements promptly upon such notification. The parties agree that statements issued by AirPlus will be provided electronically only and that AirPlus is not obligated to send any statements by standard mail.

First Name .....

Last Name .....

Email .....

AirPlus Business Travel Portal (free of charge)

Portal access .....

☐ .....

LOGIN Name .....

Portal-Administrator: .....

Salutation .....

☐ Mrs. ....

☐ Ms. ....

☐ Mr. ....

First Name .....

Last Name .....

Email .....

The Subscriber hereby agrees to the Terms and Conditions for the AirPlus Business Travel Portal, which can be viewed at the following link: [www.airplus.com/TC/CA-en](http://www.airplus.com/TC/CA-en)

## 7. Electronic Data Interchange (EDI)

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

### Important note

Lufthansa AirPlus Servicekarten GmbH ("AirPlus") will transmit the requested data to the customer electronically in compliance with **Section 28 of the Federal German Data Protection Act (Bundesdatenschutzgesetz, BDSG)** for software-supported preparation of travel expense reports and/or financial accounting. The customer will use this data for internal purposes only.

The customer will ensure that AirPlus is authorized to transmit the data for the aforementioned purpose. Furthermore, the customer will ensure that the data transmitted is processed and used for the aforementioned purpose only and in compliance with the regulations concerning data protection, including but not limited to the BDSG, and that the customer's staff and, if applicable, staff representatives (workers' council or staff council) are informed accordingly.

In case a csv statement only is needed, please apply here:

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 statement. ....

New setup or modification .....

☐ New setup .....

☐ Modification .....

EDI-Partner No. ....

## 8. 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: .....

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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.

## 9. Fees

All applicable fees on the AirPlus Company Account are charged in advance. These fees are non-refundable.

## 10. Beneficial Owner

The signatory declares (please mark the correct answer)

- ☐ That he or she is acting at his or her own economic instance and not at the instance of a third party (only possible for natural persons) or that a beneficial owner for the legal entity, as defined by the AML regulations, does not exist.
- ☐ That he or she him-/herself is either the obligor, or an enterprise listed on the stock exchange in the EU or any third country of equal value, or a body corporate organized under public law.
- ☐ That he or she acts on behalf of the following beneficial owners:

Beneficial Owner No. 1

Salutation

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

Last name / Firm

First name

Date of birth

Nationality

Street (private address)

Post code (private address)

City (private address)

Beneficial Owner No. 2

Salutation

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

Last name

First name

Date of birth

Nationality

Street (private address)

Post Code (private address)

City (private address)

Beneficial Owner No. 3

Salutation

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

Last name

First name

Date of birth

Nationality

Street (private address)

Post Code (private address)

City (private address)

If any of the data entered above changes, please notify us of the change.

Please note that it is a legal obligation of the customers to provide AirPlus with the data required to clarify the Beneficial Owner of this agreement according to paragraph 4 section 6 and paragraph 6 section 2 no. 1 GwG (German Anti-Money Laundering Law).

## 11. US Patriot Act

AirPlus, as a US Company may be required by law to obtain, verify and record information about the identities of its corporate customers to help the government fight the funding of terrorism and money laundering activities. In some cases, AirPlus may take additional steps to verify the identities of individuals with authority or control over the corporate customer, and you agree to assist us in this regard.

## 12. Equal Credit Opportunity Act

AirPlus does not consider race, color, religion, national origin, sex, marital status, or age in assessing the creditworthiness of its applicants. AirPlus does not discriminate against any applicant because its incomes are earned from any public assistance program. In some cases, AirPlus may request additional financial or other information to assist with making a spending limit determination, and you agree to assist us in this regard.

## FURTHER EXPRESS AGREEMENTS

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Execution of agreement by duly authorized representatives

We hereby apply for an AirPlus Company Account Agreement, 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” (as at: June 2013), each of which we have read, understood and accepted. We also accept the Terms and Conditions for the AirPlus Business Travel Portal.

For the Customer

X

\_\_\_\_\_  
Legally binding signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

AirPlus hereby accepts your application for an AirPlus Company Account, on the terms stated immediately above your signature.

For AirPlus International Inc.

X

\_\_\_\_\_  
Legally binding signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Customer agrees to the establishment of an Account with AirPlus in accordance with the terms and conditions set forth herein and any amended or supplemental terms and conditions that may be established from time to time by AirPlus as provided below (this "Agreement"). AirPlus reserves the right to deny any application in its sole discretion. Upon approval of Customer's application, AirPlus will execute the Agreement with Customer and provide the Customer with the requested Account number(s).

1. **SECURITY DEPOSIT** - AirPlus may require Customer at any time to provide a security deposit, letter of credit or other security for credit extended to Customer through the use of any Account(s) established hereunder. In the event that Security is required, AirPlus will notify Customer in writing and provide seven (7) business days for required security to be provided in a form acceptable to AirPlus. In addition or as an alternative to the actions available under §§ 4.3 and 4.17, if Customer does not provide the Security requested within the prescribed timeframe, AirPlus may bar Customer from further use of the account until such Security is provided. When provided, such security may be called upon at any time to pay amounts due and owing under this Agreement.
2. **ACCOUNT NUMBERS & ACCESS TO AIRPLUS SYSTEMS** - Following acceptance of Customer's application and execution of this Agreement by both AirPlus and Customer, AirPlus will provide the Customer with the requested Account number(s). AirPlus will also arrange for the Customer to be given a password to access the AirPlus Business Travel Portal. Each Account may be used solely by employees or authorized travelers of Customer for business purposes only. Customer will ensure that the Account(s) will be used solely for the purchase of customer-authorized travel or travel related services from selected merchants accepting the AirPlus Company Account as a means of payment. Customer is liable for all charges made by any employee or agent of Customer or any other person who obtains use of the Account (or any additional account issued pursuant to this agreement) by or through Customer or its employees or agents, whether or not such charges were for a permitted purpose or were authorized by Customer. In order to protect both AirPlus and Customer from fraud, misuse or other manipulation of the Account, AirPlus has the right to refuse to permit the use of the Account for any transaction at any time without notice to Customer.
3. **CREDIT LIMITS** - All purchases charged to the Account shall be subject to a credit limit set at the sole discretion of AirPlus. Such credit limit may be adjusted from time to time based on Customer's travel needs, its financial condition, and other credit policies and criteria of AirPlus in effect at any time. AirPlus will communicate the approved credit limit and any changes to the customer through the billing statement.
4. **TRAVEL AGENCY** - Customer shall provide AirPlus with the name and address of each travel agency through which purchases of transportation and other travel services will be charged to the Account. Customer will instruct its travel agency and travelers on the proper handling of Customer purchases. This will also include instructions as to which travelers' expenses will be charged to which Customer's Accounts. Customer will inform its agency about changes in the list of authorized travelers.
5. **SUPPLEMENTARY DATA** - AirPlus may provide supplementary information about transactions if Customer requested the provision of such on the Account application. AirPlus cannot provide such supplementary data without the cooperation of Customer's travel agent(s), and Customer will need to make arrangements with its travel agent(s) for the provision of the services necessary for AirPlus to provide the supplementary data.
6. **BILLING & PAYMENT** - AirPlus shall send a billing Statement on the Invoice Cycle (under \$2) to the Customer, listing all charges to the Account and to any individual Account numbers assigned hereunder. Any charges incurred in currencies other than the billing currency shall be converted on the day the charge is reported at the official currency exchange selling rate of the previous trading day. Should this rate not be available, another published rate chosen by AirPlus shall be substituted. The amount shown on the statement as the "Total Payment Due" shall be due in full on the Due Date (under \$2) and shall be payable by Customer in the billing currency at the address designated by AirPlus. Payment shall be made by bank transfer, check, bank draft or with a negotiable instrument clearable through the Canadian banking system. If checks are drawn on banks located outside Canada and are subject to processing fees, Customer shall reimburse AirPlus for such fees. In addition, Customer shall pay AirPlus a fee of 30 (thirty) Canadian dollars if the check or other payment instrument is not honored for its full amount or cannot be processed for any reason.
7. **RECONCILIATION / DISPUTES** - Customer is required to give notice to AirPlus within sixty (60) days after invoice date of any charges that it believes were unauthorized or in error otherwise Customer is liable for all charges incurred on the Customer's Account. Reconciliation of charges on the Account and disputes regarding the services purchased through the Account will thereafter be resolved by the Customer with its designated travel agency or the service supplier directly and shall not excuse failure to make prompt payment of all amounts due and owed to AirPlus. Any refunds or returns of purchases made using the Company Account are subject to the rules of the establishment from whom the purchase was made. In the event that return or refund is granted by the establishment, it will be in the form of a credit to Customer's Account and not for a cash refund.
8. **LATE PAYMENT** - Should a Customer not pay all amounts due on the Account or if a payment has not been cleared within the term as mentioned above under \$4.6 AirPlus will charge a late fee at the rate of one-and-a-half percent (1.5%) per month on the overdue amount, but not in excess of the maximum amount permitted by applicable law.
9. **ELECTRONIC ACCESS TO INFORMATION** - If agreed, AirPlus will provide Customer with Account information electronically either in addition to or in place of a paper based periodic statement. Transmission of such electronic reports may be provided by E-mail, file transfer, other methods of data interchange or download from the AirPlus Business Travel Portal.
10. **PRIVACY** - AirPlus saves, processes and transfers the collected personal information of its customers only for fulfilling its own business purposes and for the purpose of carrying out agreements offered by or made with AirPlus as permitted under applicable law. In accordance with the previous sentence, Customer explicitly agrees that AirPlus is authorized to save, process and transfer personal data from any individual whose personal data is provided to AirPlus at any time.
11. **SUPPLEMENTAL DATA** - AirPlus agrees to make every effort to provide Customer with the supplemental data it has requested through both the billing statement and via the AirPlus Information Manager (if used). However, Customer shall not be entitled to withhold payment from AirPlus on the grounds that any supplementary data does not appear on Customer's statement or appears to be incorrect.
12. **ENCRYPTION** - Where any data is sent to Customer in encrypted form, Customer will ensure that the use of encryption and decryption software is legally allowed at the place of Customer's business.
13. **COLLECTION** - Customer agrees to pay all incurred costs including court fees, attorney fees, and costs of collection and legal proceedings of not less than 20% of the unpaid balance if AirPlus must refer the Account to an attorney who is not an AirPlus employee and AirPlus prevails in such legal proceedings in whole or part.
14. **LIMITATION OF LIABILITY** - NEITHER AIRPLUS NOR CUSTOMER SHALL BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF PROFITS, LOSS OF BUSINESS OR REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, COSTS ARISING FROM ACTUAL EVENTS THAT DIFFER FROM THE INFORMATION OBTAINED FROM USE OF THE COMPANY ACCOUNT, COMPANY WEBSITE, THE AIRPLUS BUSINESS TRAVEL PORTAL, AND ANY AND ALL RELATED SERVICES OFFERED OR PROVIDED BY AIRPLUS UNDER THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY; EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL AIRPLUS' LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE ANNUAL FEES RECEIVED FROM CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION BE INTERPRETED SO AS TO PREVENT OR DETRACT AIRPLUS FROM COLLECTING ANY CHARGES, FEES OR COSTS OWED BY CUSTOMER TO AIRPLUS UNDER OTHER PROVISIONS OF THIS AGREEMENT.
15. **NO WAIVER** - The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way affect the right of either party to enforce each and every provision of this Agreement thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
16. **FORCE MAJEURE** - Neither AirPlus nor Customer shall be liable for the consequences of any act of God or other force majeure, which shall include all acts, omissions, events and circumstances that are beyond AirPlus' reasonable control, including without limitation labor disputes, disruptions of business operations, failure of suppliers or service providers to deliver services or goods, governmental acts, breakdown of transmission services provided by third parties, transportation breakdowns, power failures or shortages, and acts of war or terrorism.
17. **TERM AND TERMINATION** - This Agreement shall commence upon AirPlus' written approval of Customer's application, and shall remain in force for an initial one (1) year term. Thereafter, this Agreement shall renew for successive one (1) year terms unless either party gives written notice to the other of party of its intention not to renew at least thirty (30) days before the expiration of the current term. AirPlus may terminate this Agreement at any time in the event that (i) Customer defaults on or breaches any of the terms of this Agreement, (ii) AirPlus determines in its sole discretion that Customer no longer meets its credit standards and Customer does not provide the required security per \$4.1, or (iii) Customer rejects any changes to the terms of use of the Account or other modifications of the Agreement made by AirPlus. In addition, either Party shall have the right to terminate this Agreement at any time for any reason upon sixty (60) days prior written notice.
18. **FINAL STATEMENT** - Upon termination, AirPlus will send a final statement including all outstanding amounts owed by Customer as soon as reasonably possible and Customer shall pay all amounts due within thirty (30) days from date of such statement. Upon receipt of notice of termination, the Customer will immediately take all necessary steps to ensure an immediate cessation of all usage of the Accounts and cessation of use of any and all services offered or provided by AirPlus.
19. **NOTICES** - Notices under this Agreement shall be in writing and be sent by first class mail (postage prepaid) or by a reputable courier service, with a copy by facsimile, to the other party at its address set forth in the application, or such new address as may from time to time be supplied in writing by such other party. Notice is effective upon receipt.
20. **AMENDMENTS** - AirPlus may amend or supplement any of the terms and conditions of this Agreement at any time, effective upon providing thirty days (30) written notice thereof to the Customer. Any use of the Account after such period shall constitute Customer's acceptance of such amendment or supplement.
21. **ASSIGNMENT AND DELEGATION** - AirPlus may assign this Agreement and/or delegate all or any of its obligations hereunder and the Customer agrees that AirPlus may release any information concerning the Account for such purposes. If any rights or obligations are delegated or assigned by AirPlus, such person, firm or company to which such assignment or delegation is made shall have the full benefit of all exclusions and limitations of liability contained in this Agreement. The Customer may not assign or delegate any rights or obligations under this Agreement without the express written consent of AirPlus.
22. **SEVERABILITY CLAUSE** - If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
23. **GOVERNING LAW AND EXCLUSIVE FORUM FOR RESOLVING DISPUTES** - This Agreement shall be governed by the law of the Commonwealth of Virginia without regard to conflicts of law. The Customer and AirPlus agree irrevocably that the state and federal courts situated in Alexandria, VA shall be the exclusive forum for resolving any and all disputes arising under this Agreement.
24. **ENTIRETY CLAUSE** - This Agreement with the terms and conditions incorporated herein states the complete and exclusive agreement and understanding of the parties with respect to the subject matter and there are no other agreements or understandings, oral or written, between the parties. The applications completed by Customer are a part of and shall be incorporated in this Agreement.
25. **LANGUAGE** - At the express request of the parties hereto this contract has been prepared in the English language. A la demande des parties aux présentes, la présente convention a été rédigée en langue anglaise.