

AirPlus Company Account Contract Switzerland



1. AirPlus Application

We would like to thank you for choosing AirPlus and your decision to apply for an AirPlus Company Account contract. Your application details have been sent to us electronically.

Please find below:

- Your AirPlus Company Account application form.
- The AirPlus Company Account General Terms & Conditions.
- A direct debit form.

You will receive these application documents in PDF form to the e-mail address you gave us. In order to open your account we will need a copy of your application form with a company stamp and an original signature.

Generally speaking, your new AirPlus Company Account will be available for use within two weeks.

If you should have any further questions during the application phase then you can contact us at any time by telephone on +41 43 210 37 50 or by email at zuerich@airplus.com.

2. Checklist

Have you thought of everything?

- Have the authorised signatories checked the application form and added their **legally binding signatures** (these must be the authorised signatories as per the trade register extract. Account should be taken of single or joint signing authorities)?
- Have you attached a copy of an **up-to-date trade register extract** or similar document (company incorporation, etc) not older than 12 months?
- Have you provided full details to **identify the economic beneficiary**?
- In case of applying for a **new contract**: Have you provided a **certified copy of an official identity document** (passport, identity card, driving licence with recognisable photo, signature, place of issue, date of issue and date of validity)?
- As regards the direct debit form:
 - for CHF currency: Please forward the completed **direct debit mandate (LSV)** form to your bank for onward processing.
 - for EUR currency: Please submit the completed and signed **SEPA form** together with the contract to us.

We look forward to working with you!

Please send the duly signed form including this cover sheet, by mail to the following address:

AirPlus International AG
P.O. Box
8058 Zurich-Airport
Switzerland

If, during the processing of this application, we have any questions we will be in contact.

For AirPlus use only:

Collective account number (where applicable)

1	9	2	0	0	0	2							
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Account number

1	9	2	0	7	2	4	2	0	1				
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922

Contract AirPlus Company Account Switzerland

1. Company

In order to draft your contract we need a few details about your company and the contact person who will be available to AirPlus to answer any queries.

Application details

Type of application

- ☐ I wish to apply for a new contract.
- ☐ I already have a contract with AirPlus but would like to apply for an extra AirPlus Company Account.

Appendix to contract no.
(must be given if this is a supplementary application)

Between:

Company name (trade register extract or business registration)

Trade register no.

Street name (please do not enter postcode here)

Postcode

Town/city

Country

("The Contract partner" or "We")

Title

☐ Ms.

☐ Mr.

First name(s)

Surname

Telephone

Fax

Email

Additional relevant details
(max. 20 characters)

and AirPlus International AG, Obstgartenstrasse 27, 8302 Kloten, Switzerland ("AirPlus"), are parties to and have entered into the following agreement: that AirPlus pays, either on the basis of these instructions and mandate, or else through a third party. Each reimbursement request from AirPlus will be set out in the corresponding statement of account. Once the Account has been opened, the Contract partner shall be liable for all claims arising out of use of the Account.

Subject matter of the agreement

The Contract partner can make cash-free payments to contracted companies using their AirPlus Company Account (the "Account"). The Contract partner hereby irrevocably instructs and empowers AirPlus to settle payment requests from contracted companies by debiting the Account. The Contract partner shall reimburse AirPlus all outstanding amounts.

2. Potential Turnover

AirPlus Account Turnover

Planned Booking Start Date

3. Travel agency/Booking agent

- ☐ Yes, I would like to use my Company Account with my travel agent/my booking agent.

The Account is to be used with the following travel agency

Name of travel agency

IATA number

Street

Postcode

Town/city

Country

Title

☐ Ms.

☐ Mr.

Surname

Telephone

Fax

Email

4. Bank and Accounting Details

Unless otherwise agreed in writing, AirPlus shall debit the Contract partner's account weekly for all requests for reimbursement arising and booked in the statement period. Unless otherwise agreed in writing, the amounts set out in the statement will be settled by automatic direct debit within 10 calendar days ("Settlement date"). If the Contract partner does not settle the statement in full within 10 calendar days from the statement date then AirPlus shall post an additional debit for bank charges, overdue penalties and late payment interest as from the Settlement date. Accounts are expressed in Swiss francs (CHF), Euro (EUR) or US Dollar (USD). Refund claims in currencies other than the account currency will be converted on the basis of the EuroFX reference rate (bid price) on the exchange trading day previous to the booking date. If this rate is not available then conversion will take place using the corresponding market exchange rate. If the Contract partner wishes to question a statement of account then the Contract partner must inform AirPlus of this within 6 weeks of receiving the statement.

In addition, this agreement shall be subject to the following special provisions:

*Billing cycle: weekly

*Settlement: direct debit

*Settlement date: 10 day(s)

Statement notification

First name(s)

Surname

Email

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Bank details

Bank clearing no.

Account no.

IBAN

SWIFT / BIC

Bank account holder

Name of bank

Postcode

Location of bank

Contact person at bank

Phone

Fax

Please note that Direct Debit (LSV+/SEPA) requires a Swiss bank account. Direct Debit from a postal account is not supported.

Based on the attached Direct Debit Mandate form (LSV-Ident./SEPA) the authorising Company AirPlus hereby grants a direct debit authority until further notice on the above-mentioned bank account in settlement of all amounts due under the corresponding account(s). This form will be completed automatically and printed out together with the application form. The details supplied here will be incorporated. Please check these details after printing out the document, and send us the copy marked "Copy for the payment recipient" once it has been signed by your bank, or the SEPA mandate together with the contract to us.

Account currency

Please select your desired account currency

☐ CHF

☐ EUR

☐ USD (only possible by bank giro transfer)

5. Layout of Statement

☐ Personal ID (PK)

☐ Cost Centre (KS)

☐ Accounting Unit (AE)

☐ Departure Date (BD)

☐ Project Number (PR)

☐ Destination (RZ)

☐ Department (DS)

☐ Order Number (AU)

☐ Internal Account (IK)

Please provide your existing Company Account number if requesting an additional account with identical additional data fields (DBI):

What information should be used for sorting invoice data (no extra charge)?

☐ by purchase data

☐ by name

☐ by additional data field

For invoice purposes, do you require sub-totals for this extra data?

☐ No

☐ Yes, at the following points:

6. Additional Product Features

Insurances

AirPlus Travel Insurance

☐ yes, maximum sum insured EUR 600,000. Annual account fee CHF 300.00

You can download the insurance certificate from the AirPlus business travel portal.

7. AirPlus Business Travel Portal

AirPlus Business Travel Portal (free of charge)

Access to portal

☐

LOGIN

Title

☐ Ms.

☐ Mr.

First name(s)

Surname

Email

The contract partner hereby confirms acceptance of the AirPlus business travel portal General Terms and Conditions, www.airplus.com/TC/CHD-en If necessary, a printed version can be provided.

8. 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

AirPlus International AG ("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

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☐ New setup

☐ Modification

EDI-Partner No.

9. 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 AirPlus International AG:

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)

☐ 500 CHF on contract level

☐ 1.200 CHF on multiple national contract level

☐ 3.000 CHF 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.

10. Economic Beneficiary / control holder

AirPlus, as a Swiss financial intermediary, is legally bound, under the terms of article 4 of the AMLA (Swiss Anti-Money Laundering Act), upon commencing a business relationship, to know who its contract partner's **economic beneficiary/beneficiaries** or **control holder/s** is/are and obtain the following information.

Economic Beneficiaries are all those natural persons who control the contract partner in that, either directly or indirectly, solely or in concert with third parties, they have a minimum share of its equity or voting rights of **at least 25 percent**. If the shares in the equity or voting rights cannot be determined then the member of the governing body with the

highest status (managing director) is deemed to be the control holder.

A declaration as to the beneficiary is not required for listed companies, nor for financial intermediaries regulated by special laws and tax-exempt occupational pension institutions (please tick the appropriate box).

The company making this application hereby declares (please tick the appropriate box, only one selection possible):

Selection a)

☐ that the person(s) shown below hold(s) shares of 25% or more (in terms of equity or voting rights).

Economic Beneficiary / control holder No. 1

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 2

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 3

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 4

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

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Postcode

Town/city

Date of birth

Nationality

Selection b)

☐ that the shares in the equity or voting rights cannot be determined or else no stakes in the equity or in voting rights of 25% or more exist and that the person(s) shown below exercise(s) control over the contract partner in some other way.

Economic Beneficiary / control holder No. 1

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 2

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 3

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 4

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Selection c)

☐ that neither the person(s) mentioned in point a nor in point b can be determined and that the person(s) shown below exercise(s) executive control.

Economic Beneficiary / control holder No. 1

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 2

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 3

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

Nationality

Economic Beneficiary / control holder No. 4

Title

☐ Ms.

☐ Mr.

First name(s) and surname

Street name and house number

Postcode

Town/city

Date of birth

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Nationality

Selection d)

☐ that the company is listed on a domestic or foreign stock exchange or is a majority-held subsidiary of such a company

Selection e)

☐ that the company is a financial intermediary regulated by special laws or is a tax-exempt occupational pension institution in the terms of article 2 para 4b of the AMLA.

The company making this application undertakes to notify any changes spontaneously. Wilfully providing false information when completing the above form K is punishable (article 251 of the Swiss Criminal Code: forgery, possible criminal proceedings, imprisonment for up to 5 years or a fine).

11. Effective date

In order to open an AirPlus account we will need the following documents, in addition to the contract signed by an authorised signatory:

- A valid trade register extract (not older than 12 months)
- A certified copy of an official identity document for the authorised signatory or signatories (passport, identity card, driving licence with recognisable photo, signature, place of issue, date of issue and date of validity)

Please provide these papers when submitting the duly signed contract.

Further clauses to the agreement

We hereby make an application for an AirPlus Company Account Contract under the current terms and conditions, which rank alongside the „ AirPlus Company Account General Terms & Conditions for Switzerland“ (January 2020) and which, in case of discrepancies shall prevail. We hereby acknowledge that we have read these, understand them and are in agreement with them. We also declare that we are in agreement with the General Term and Conditions for the AirPlus Business travel Portal (if selected)

We further declare that we have filled out the form for identification of the economic beneficiary truthfully.

Contract Partner

Subscriber



STAMP
(mandatory)

Stamp Subscriber and legally binding signature(s) - mandatory

Name und title of signatory in printed letters - mandatory

Street/Postcode/City signatory - mandatory

Date

AirPlus International AG

Legally binding signature(s)

Datum

LHA1W

CHF

Zahlungsempfänger / Bénéficiaire / Beneficiario / Creditor

AirPlus International AG
Obstgartenstrasse 27
8302 Kloten

Kunde / Client / Cliente / Customer

Ref Nr. / N° Réf. / N. Rif / Ref no.

Belastungsermächtigung mit Widerspruchsrecht

Hiermit ermächtige ich meine Bank bis auf Widerruf, die ihr von obigem Zahlungsempfänger vorgelegten Lastschriften meinem Konto zu belasten

Bankname / Nom de la banque /
Nome della banca / Name of bank

PLZ und Ort / NPA et Lieu / NPA e
Luogo / Postal code and Place

IRAN

oder / ou / o / or

Konto-Nr. / N° de compte /
N. di conto / Account No.

Bankenclearing-Nr. (sofern bekannt) / N° clearing bancaire (si connu) /
N. di clearing bancario (se conosciuto) / Bank clearing no. (if known)

Wenn mein Konto die erforderliche Deckung nicht aufweist, besteht für meine Bank keine Verpflichtung zur Belastung.

Jede Belastung meines Kontos wird mir avisiert.

Der belastete Betrag wird mir zurückerstattet, falls ich innerhalb von 30 Tagen nach Avisierung bei meiner Bank in verbindlicher Form Widerspruch einlege.

Ich ermächtige meine Bank, dem Zahlungsempfänger im In- oder Ausland den Inhalt dieser Belastungsermächtigung sowie deren allfällige spätere Aufhebung mit jedem der Bank geeignet erscheinenden Kommunikationsmittel zur Kenntnis zu bringen.

Autorisation de débit avec droit de contestation

Par la présente j'autorise ma banque, sous réserve de révocation, à debiter sur mon compte les notes de recouvrement émises par le bénéficiaire ci-dessus.

Si mon compte ne présente pas la couverture suffisante, il n'existe pour ma banque aucune obligation de débit.

Chaque débit sur mon compte me sera avisé.

Le montant débité me sera remboursé si je le conteste dans les 30 jours après réception de l'avis auprès de ma banque, en la forme contraignante.

L'autorise ma banque à informer le bénéficiaire, en Suisse ou à l'étranger, du contenu de cette autorisation de débit ainsi que de son éventuelle annulation par la suite, et ce par tous les moyens de communication qui lui sembleront appropriés.

Autorizzazione di addebito con diritto di ricorso

Con la presente autorizzo la mia banca revocabilmente ad addebitare sul mio conto gli avvisi di prelievo emessi dal beneficiario summenzionato.

Se il mio conto non ha la necessaria copertura, la mia banca non è tenuta ad effettuare l'addebito.

Riceverò un avviso per ogni addebito sul mio conto.

L'importo addebitato mi verrà riaccreditato, se lo contesterò in forma vincolante alla mia banca entro 30 giorni dal ricevimento dell'avviso.

Autorizzo la mia banca a informare il destinatario del pagamento nel nostro paese o all'estero sul contenuto della presente autorizzazione di addebito nonché sulla sua eventuale revoca successiva in qualsiasi modo essa lo ritenga opportuno.

Debit authorization with right of objection

I hereby authorize my bank to debit invoices from the above-mentioned payee directly to my account until this authorization is cancelled.

If there are insufficient funds in my account, then my bank is not obligated to carry out the debit.

I will be notified of each debit to my account.

The amount debited will be repaid to me if I contest the debit in binding form to my bank within 30 days of notification.

I authorize my bank to notify the creditor in Switzerland or abroad the contents of this debit authorization as well as any subsequent rescinding thereof with the means of communications considered best suited by the bank.

Ort, Datum / Lieu, date / Luogo, data / Place, Date

Unterschrift / Signature / Firma / Signature

Berichtigung / Rectification

Leer lassen, wird von der Bank ausgefüllt. / Laisser vide, à remplir par la banque. / Lasciare vuoto, è riempito della banca. / Leave blank, to be completed by the bank.

Bankenclearing-Nummer / N° clearing bancaire:

IBAN, Konto-Nr. / IBAN, N° de compte:

Datum / Date

Stempel und Visum der Bank / Timbre et visa de la banque

SEPA Direct Debit Mandate

A	I	R	P	L	U	S													
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Mandate reference (to be completed by AirPlus International AG)

AirPlus International AG

**P.O. Box
CH-8058 Zurich-Airport**

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

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

Please complete all the fields marked *.

Your name

* Name of the debtor(s)

Your address

* Street name and number

* Postal code, city

* Country

Your account number

* Account number–IBAN

* SWIFT BIC

Creditor's name
and address

AirPlus International AG, Obstgartenstrasse 27, 8302 Kloten, Switzerland

Creditor identifier

CH 27 ZZZ 00000001035

Type of payment

* Recurrent payment

☐

One-off payment

☐

City or town in which
you are signing

Location

* Date

Signature(s)

* Please sign here and print your name

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

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

Your AirPlus Account number

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1. Definitions

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

- "AirPlus" refers to AirPlus International AG, POBox 8, CH-8302 Kloten, Switzerland, which provides the AirPlus Company Account,
- "Account" refers to the AirPlus Company Account provided by AirPlus,
- "Contractual Partner" refers to the party to whom AirPlus provides an account,
- "Contracting Companies" refers to companies that accept payments through the Account,
- "AirPlus Company Account contract" or "AirPlus Company Account compact" ("Contract" (each hereinafter referred to as "Contract") refers to the present contract between AirPlus and the contractual partner associated with the account,
- "AirPlus Online Service" provides links to services of third parties that are not monitored by AirPlus and includes, among other things, the AirPlus Business Travel Portal and the AirPlus Information Manager (if desired by the customer).

2. Allocation of accounts

After receipt of the application completed by the contractual partner, AirPlus shall provide the contractual partner with an account and link it to the address given in the application. AirPlus reserves the right to reject applications for whatever reasons.

The contractual partner may receive a virtual or physical card for the account. Upon receipt of the physical card, the contractual partner is obliged to immediately have a duly authorised officer sign the account.

3. Account usage

The account entitles the contractual partner to pay for services (as described in the contract) from AirPlus and selected contracting companies that the contractual partner uses. Private use of the account is expressly forbidden. The contractual partner irrevocably commissions and authorizes AirPlus to settle claims of the contracting companies that arise through the use of the account. The contractual partner irrevocably agrees with AirPlus for each individual payment transaction, either by presenting his account to the payee personally or through a third party, or by providing the account number. The contractual partner shall reimburse AirPlus for all outstanding amounts that AirPlus pays either itself or through third parties by virtue of the commissioning and authorization. All reimbursement claims of AirPlus are listed in the respective current invoices. If the account is held with a contracting company or travel agency, the contractual partner shall communicate to AirPlus the name and address of this company. Additional conditions for executing payment orders:

- The transaction limit must not be exceeded,
- the account must not be blocked,
- there shouldn't be any important reason entitling AirPlus to extraordinary termination as set out in the section "Start and End of Contract".

AirPlus may block an account if factual reasons in connection with the security of the account justify this, if there is suspicion of unauthorized or fraudulent use, or if there is a significantly increased risk that the contractual partner will not be able to fulfil his or her payment obligations. AirPlus may also block an account if AirPlus is entitled to terminate this contract for important reasons or if an account number is replaced by a new one.

4. Responsibility for the account

After opening the account the contractual partner shall be liable for all claims arising in connection with usage of the account. The contractual partner shall undertake all necessary and reasonable measures to protect the account from abuse ("Duty of care"). The contractual partner shall inform AirPlus immediately after becoming aware of the loss, theft or misplacement of an account number or misuse of the account by an unauthorized person ("Notice of loss"). The contractual partner shall notify AirPlus immediately if there are errors on the AirPlus invoice or errors on the part of AirPlus.

The contractual partner shall not be liable in cases of theft, loss, or forgery, if the contractual partner made all necessary and reasonable efforts to protect the account from misuse and informed AirPlus of the loss or misuse of the account immediately after becoming aware, unless the contractual partner has acted with gross negligence or fraudulent intent. In this case, the contractual partner shall be fully liable for the loss. In the event of damage, the contractual partner shall be liable until AirPlus is notified of the loss or misuse of the account up to a maximum of CHF 100, unless the contractual partner can prove gross negligence or fraudulent intent. A processing fee of CHF 20.00 (plus VAT) will be charged for providing a replacement account.

If an account is used in an unauthorised manner, the contractual parties will provide each other with the information necessary for the collection of the claims and/or the closure of the account. As soon as the contractual partner is no longer authorized to use his or her account provided within the framework of these contract conditions, he shall immediately return the account to AirPlus, and any further use of the account will be prohibited. The contractual partner is in particular no longer entitled to use his account if it has been declared invalid or has been changed. If the contractual partner has received physical card(s) from AirPlus for his or her account(s) and an invalid, modified account is not returned to AirPlus, AirPlus may charge a sum of CHF 100 (plus VAT). The contractual partner is liable for non-returned accounts and for all amounts billed via a non-returned account. All bank charges shall be borne by the contractual partner.

If the contractual partner does not pay the invoice in full by the agreed payment due date, AirPlus will charge default interest effective from the payment due date in addition to bank charges and reminder fees. The default interest shall be 7% p. a.. In addition, AirPlus is entitled to demand a flat-rate reminder fee of CHF 20.00 per reminder, with effect from the second reminder.

AirPlus has the right to block all accounts of the contractual partner for the duration of the

delay, if there is a significantly increased risk that the contractual partner will not be able to meet his payment obligations.

5. Use of the AirPlus Online Service

The contractual partner shall have access to the AirPlus Online Service. The contractual partner undertakes to keep usernames and passwords confidential. The contractual partner hereby agrees to the General Terms and Conditions of the AirPlus Business Travel Portal, which can be viewed and printed at the following address: www.airplus.com/TC/CHD-en. If needed, these Terms and Conditions can also be made available in other forms.

6. Counterclaims, offsetting and non-assignment

AirPlus shall not be liable if a contracting company or an entity authorized to accept the account refuses to accept the account for whatever reason. Disputes between the contractual partner and a contracting company or an entity authorized to accept the account, or claims by the contractual partner against AirPlus or a contracting company authorized by AirPlus do not release the contractual partner from his obligation to AirPlus to pay the amounts invoiced by AirPlus. This does not apply if it becomes obvious to AirPlus that the claim raised by the contracting company does not exist based on factual or legal grounds. Disputes relating to the assertion of claims due to defective performance or non-performance, or those due to other disruptions in performance by the contractual partner or the contractual partner's other objections against a contractual company or any other entity entitled to accept the account, shall in particular be considered as disputes within the meaning stated above. The contractual partner is not entitled to declare offsetting against AirPlus because of counterclaims directed at AirPlus or an AirPlus contracting company, unless the claim has been recognized by AirPlus or has been legally established. The contractual partner is not entitled to assert retention claims or to assign claims against AirPlus to third parties.

7. Guarantee/security deposits

AirPlus may demand the provision of bank securities for all claims arising from the business relationship with the contract partner, even if the claims are conditional. If AirPlus initially completely or partially refrained from demanding the provision or strengthening of securities, AirPlus may also later demand securities and/or strengthening of securities. The prerequisite for this is, however, that circumstances should arise or come to light which justify an increased risk assessment of the claims against the contractual partner. This may in particular be the case if the financial circumstances of the contractual partner have changed or threaten to change to the detriment of the contractual partner or if the existing securities have deteriorated or threaten to deteriorate in value. Until the provision or strengthening of securities, AirPlus is entitled to block accounts made available to the contractual partner. AirPlus shall not have any right to demand security if it was expressly agreed that the contractual partner does not have to provide any security or that he may only provide individually specified securities. AirPlus shall grant the contractual partner a reasonable period of time to provide or to strengthen securities. If AirPlus intends to assert its right to terminate the contract without notice, in the event of the contractual partner not fulfilling his obligation to provide or strengthen securities in a timely manner, AirPlus will inform the contractual partner of this in advance.

8. Additional data

If the contractual partner would like to receive additional internal data from AirPlus in addition to the standard data, he or she is obligated to make an appropriate service agreement with the contracting company or the travel agency serving him or her. If, for any reason whatsoever, the additional internal data is not or only partially or insufficiently shown on the invoice, this shall not entitle the contractual partner to retain or reduce individual or all invoiced amounts. AirPlus does not have to make corrections.

9. Fees

The amount of the fees (for AirPlus' own services) is derived from this contract. Unless otherwise agreed, the fees shall be invoiced to the contractual partner once a year in advance. The fees are not refundable.

Work and services that are not provided for in this contract, but which are provided by AirPlus at the request of the contractual partner, will be charged separately.

AirPlus has the right to postpone invoicing if this seems appropriate (e.g. for small amounts).

10. Invoicing

Transactions shall be settled in the accounting currency, even if they are denominated in foreign currencies. Debits for amounts in foreign currencies are converted into the accounting currency according to an exchange rate ("reference exchange rate") based on the exchange rates of one or more major German banks or on the exchange rates of Mastercard International Incorporated or Visa Inc. on the banking day preceding the booking date. The reference exchange rate shall be determined by AirPlus on every bank working day and made accessible in the AirPlus Business Travel Portal. Changes to the reference exchange rate agreed here shall come into effect immediately and without prior notification.

11. Data processing

Insofar as AirPlus independently collects and processes personal data, this is done within the scope of what is necessary. If the applicable legal system stipulates that data subjects be informed about data processing, AirPlus will provide the contractual partner with data protection information about AirPlus products. The contractual partner pledges to make this data protection information available to the employees immediately after receipt.

12. Disclosure obligation

The contractual partner is obligated to immediately inform AirPlus in writing about relevant changes, especially changes in bank details and addresses. If changes are entered in the

commercial register (e.g. change of business name, restructuring) or at the request of AirPlus, an excerpt from the commercial register must be submitted immediately and without request.

13. Start and end of contract

The contractual partner shall make a binding offer to AirPlus to conclude a payment service framework contract by sending the completed and signed application to AirPlus and AirPlus receiving it. The payment service framework contract shall take effect when AirPlus sends the account number to the contractual partner.

It can be terminated in writing by either party at any time by giving 30 days' notice, provided that a minimum term has been agreed, at the earliest after expiry of the minimum term. Terminations can be limited to individual accounts. Termination by the contractual partner becomes effective at the time the account affected by the termination is blocked. Termination for an important reason is possible at any time. An important reason is said to exist in particular if

a) the contractual partner culpably and persistently violates his or her obligations to cooperate, e.g. by providing incorrect information in the application or if he or she culpably fails to fulfil his or her disclosure obligations under this contract at a later stage or b) if the contractual partner does not fulfil his or her payment or other obligations under this contract or c) AirPlus gets to know that the financial situation of the contractual partner is deteriorating or threatening to deteriorate significantly, or d) the contractual partner does not fulfil its obligation to provide or increase securities according to paragraph 7 above (section on "Provision and increase of securities") or based on another agreement within the reasonable period of time set by AirPlus, or e) the contractual partner requests and is granted the suspension of payments, or f) the contractual partner closes or dissolves his company or is taking steps to that effect, or g) if securities are cancelled, or h) the contractual partner culpably and persistently fails to cooperate in the fight against money laundering, e.g. if he/she culpably and persistently fails to provide evidence or culpably and persistently fails to provide information, or i) the contractual partner relocates his or her registered office or bank account abroad.

Terminations must be made in writing. In case of termination, all claims of AirPlus against the contractual partner become due immediately.

AirPlus is entitled to automatically terminate the contractual relationship immediately without notice if the account is not used by the contractual partner for a period of 12 consecutive months. In this case, AirPlus has the right to close the account.

After termination of the contractual relationship, AirPlus shall transfer any credit to the contractual partner.

14. Amendments to the contract

AirPlus shall notify the contractual partner of amendments or supplements to the contract conditions in writing. They shall be deemed accepted if the contractual partner does not object in writing within 30 days. AirPlus shall explicitly draw the attention of the contractual partner to this consequence when announcing the amendments or additions. Otherwise, the parties will only make individual amendments and supplements to these contractual conditions in writing. They must be designated as such and require signatures of both parties.

15. Proxies and assignment

AirPlus has the right to engage proxies to fulfil the contract in whole or in part. The contractual partner agrees that these proxies may have access to various master data of the contractual partner within the scope required for their activities. AirPlus is also entitled to transfer the rights and obligations of this contract to third parties at any time. The contractual partner already agrees to this today. The contractual partner is not entitled to assign claims against AirPlus to third parties or to assert rights of retention against AirPlus. The contractual partner agrees that AirPlus may pass on information provided by the contractual partner for risk assessment purposes (e.g. annual financial statements) to third parties, such as trade credit insurance companies.

16. Limitation of liability

AirPlus' liability for damages resulting from non-execution, incorrect or delayed execution of a payment order shall be limited to CHF 12,500; this shall not apply to damages due to malicious and gross negligence, interest damage, and risks that AirPlus has specifically assumed.

17. Severability clause

Should a provision of these contractual terms or a provision within the framework of other agreements be legally invalid in whole or in part, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by the parties with a legally effective provision by which the economic purpose of the contractual terms and/or other agreements intended by the ineffective provision is achieved as far as possible. The same applies to the filling of contractual loopholes.

18. Final provisions / place of performance / applicable law and place of jurisdiction

This contract shall be governed exclusively by Swiss law with the exclusion of the conflict of laws provisions. Exclusive place of jurisdiction shall be Zurich (Commercial Court). For cases in which the Commercial Court of the Canton of Zurich has no jurisdiction, Kloten ZH shall be the exclusive place of jurisdiction.