

# AirPlus Debit Account Contract *Switzerland*

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

Please find below:

- Your AirPlus Debit Account application form.
- The AirPlus Debit 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 Debit 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](mailto:zuerich@airplus.com)

## 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 under point 11 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  
Telephone: +41 43 210 37 50

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	8	8	8	2	0						
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Account number

1	9	2	0	8	8	8	2	0						
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# Contract AirPlus Debit 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 Debit 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.

### PREAMBLE

The market for means of payment is shared by numerous competing products which can differ in their product design for the holder of the means of payment and the accepting payee, and in the payee's terms of acceptance. The specific use of particular means of payment can result in a relative reduction in transaction costs for the holder of the means of payment, e.g. because the recipient uses differentiated fees or reductions. The AirPlus Debit Account intends to offer an alternative means of payment enabling the holder of the means of payment to realize potential reductions in transaction costs by exploiting the payee's terms of acceptance.

### Subject matter of the agreement

The Contract partner can make cash-free payments to contracted companies using their AirPlus Debit 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. AirPlus Account Turnover

Annual revenue

## 3. Travel agency/Booking agent

- ☐ Yes, I would like to use my Debit 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

AirPlus will invoice all reimbursement claims and fees accrued and recorded directly to the Subscriber. The invoiced amounts are due immediately and will be collected by direct debit in full. If the invoice is not settled in full within 5 working days from the invoice date, AirPlus charges default interest, in addition to bank fees and reminder costs. Billing is in Swiss Francs (CHF) or in EURO (EUR). Refund claims in currencies other than the billing currency shall be converted into CHF on the posting date, based on the EuroFX (BID-Rate) reference rate of the previous trading day. Should this rate not be available, a corresponding rate achieved in the market shall be used for conversion. The Subscriber shall notify AirPlus of any objections against an account statement within 6 weeks of receipt of such statement.

### Statement notification

First name(s)

Surname

Email

### Bank details

Bank clearing no.

Account no.

IBAN

SWIFT / BIC

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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

## 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 Debit 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](http://www.airplus.com/TC/CHD-en) If necessary, a printed version can be provided.

## 8. Electronic data exchange

Electronic statement of account

CSV (Excel-Format)

☐ In addition to the PDF statement, we would like to receive our statement electronically in the format CSV

Please use the following EDI partner number (if one already exists)

Invoice Control

AirPlus Invoice Control Programme

☐ AirPlus Invoice Control Programme priced at CHF 225.00 plus VAT (can be downloaded from the portal)

## 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:

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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

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

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)

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and date of validity

Please provide these papers when submitting the duly signed contract.

12. Remuneration

Unless otherwise notified, AirPlus charges a fee of CHF 4.50 plus VAT per transaction, independent from the transaction amount. Depending on the concrete type of use of the card, AirPlus regularly waives this transaction fee as a whole or in part, subject to the respective applicable Whitelist retrievable at [www.airplus.com/debitaccount\\_chd](http://www.airplus.com/debitaccount_chd)

Further clauses to the agreement

We hereby make an application for an AirPlus Debit Account Contract under the current terms and conditions, which rank alongside the „ AirPlus Debit Account General Terms & Conditions for Switzerland“ (August 2011) 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 Terms 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



Date

STAMP  
(mandatory)

Stamp, legally binding signature(s) of Subscriber / Applicant (= Account Owner) according to the commercial register – mandatory

Name of signatory in printed letters - mandatory











# 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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# AirPlus Debit Account: General Terms and Conditions Switzerland

As at: August 2011

## 1. Definitions

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

- AirPlus International AG ("AirPlus"), P.O. Box 8, CH-8058 Zurich Airport, Switzerland, grants the AirPlus Debit Account,
- "Account" shall mean the AirPlus Debit Account provided by AirPlus,
- "Subscriber" shall mean the party to whom AirPlus has provided an Account,
- "Merchant" shall mean the company that accepts payments via the Account,
- "AirPlus Debit Account Contract" ("Contract") shall mean this Contract between AirPlus and the Subscriber referring to the Account,
- "AirPlus Online Service": ("Online Service") provides links to services provided by third parties outside the control of AirPlus. This includes, but is not limited to, the AirPlus Business Travel Portal and the AirPlus Information Manager (if requested by customer).

## 2. Provision of Accounts

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

## 3. Use of Accounts

The Account entitles the Subscriber to pay services (as described in the Contract and/or in the application form) of AirPlus and the chosen Merchant which the Subscriber uses. Any private use of the Account is expressly prohibited. Vis-à-vis AirPlus, the Subscriber irrevocably accepts every single payment process by presenting the Account or by stating the Account number to the payee at the time of payment, either personally or through an authorized third party. If the Account is deposited with a Merchant or travel agency, the Subscriber shall notify AirPlus of the name and address of such enterprise. The Subscriber is obliged to notify AirPlus without undue delay in writing of any relevant changes, in particular changes of the bank details and addresses. An excerpt from the commercial register shall be submitted without solicitation and without undue delay upon any change in the commercial register (e.g. in the event of a change of the firm name and transformation) or upon request of AirPlus.

## 4. Use of the AirPlus Online Service

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

## 5. Responsibility for the Account

Upon provision of the Account, the Subscriber assumes liability for all claims resulting in connection with the use of the Account. The Subscriber shall take all necessary and reasonable efforts to protect the Account against misuse. The Subscriber shall notify AirPlus without undue delay upon discovery of loss, theft or misuse of the Account by any unauthorized person. The Subscriber shall notify AirPlus without undue delay of any erroneous entries on the invoice of AirPlus or any mistakes on the part of AirPlus.

The Subscriber shall not be liable in the case of theft, loss or forgery, if he or she has undertaken any and all required and reasonable efforts to protect the Account against abuse, and if he or she has informed AirPlus about the loss or abuse of the Account immediately after it has become known, except if the Subscriber has acted with gross negligence or fraudulent intention. In such case, the Subscriber shall be fully liable for the loss. In the event of loss, the Subscriber is liable for loss or misuse of the Account up to a maximum of CHF 100 until notification to AirPlus, unless the Subscriber can provide evidence of gross negligence or fraudulent intent. A handling fee of CHF 20 (plus VAT) is charged for the issue of a replacement Account. In case of improper use of

the Account, the parties shall inform each other of all details required for the collection of the claims and/or the closing of the Account. As soon as the Subscriber ceases to be entitled to use its Account provided within the scope of these General Terms and Conditions, the Subscriber shall without undue delay return the Account to AirPlus and refrain from any further use of the Account. In particular, the Subscriber will no longer be entitled to use its Account if it has been declared invalid or has been changed. If the Subscriber has received (a) physical card(s) for its Account(s) from AirPlus, and an invalid, changed Account is not returned to AirPlus, then AirPlus may charge a fee of CHF 100 (plus VAT). The Subscriber is liable for any unreturned Accounts and for all amounts charged via an unreturned Account.

If the Subscriber does not fully settle the invoice by the agreed maturity date, AirPlus will charge default interest in addition to the bank and collection fees, as from the maturity date. The default interest amounts to 9 % p.a., can at any time be changed by AirPlus by unilateral determination, and is in any case limited to the admissible statutory maximum amount. With the following settlement statement, AirPlus shall inform the Subscriber about any changes to the default interest to the Subscriber's disadvantage. AirPlus is entitled to block all Accounts of the Subscriber for the duration of default.

## 6. Counterclaims and Set-off

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

## 7. Bank Guarantee / Collateral

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

## 8. Credit Balance on the Account

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

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

The foregoing restrictions also apply in all other events in which credit balances arise on the Account for any reason whatsoever.

# AirPlus Debit Account: General Terms and Conditions Switzerland

As at: August 2011

## 9. Additional Data

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

## 10. Fees, Billing and Remuneration

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

## 11. Data Processing

It is known to the Subscriber that AirPlus stores, changes, transfers or uses accounting data and additional data, or receives data from third parties, within the scope of the intended purpose of this contractual relationship and as a means for performing its own business purpose. It is furthermore known to the Subscriber that AirPlus transfers or uses accounting data and additional data in the interest of third parties. The accounting data or additional data can contain personal data of the Subscriber's employees which are subject to data protection. The Subscriber therefore warrants that the legal data protection requirements for the storage and/or transfer of such data by AirPlus are met. Insofar as AirPlus transfers to the Subscriber any raw data for the generation of data for analysis and assessment, the Subscriber warrants to AirPlus that the company has sufficiently concrete travel guidelines and that these are known to the employees, that it has been ensured that in the concrete booking situation the employees are aware or can be aware of the fact that they might violate the travel guidelines, that the employees and the representation of the employees have been informed that AirPlus provides comprehensive data to enable the Subscriber to monitor the compliance with the travel guidelines.

## 12. Commencement and Termination of Contract

The Contract enters into force upon submission of an offer by the Subscriber's signing, acceptance by AirPlus and provision of the Account Data. Either Party can terminate the Contract in writing with a notice period of thirty days. Termination can be restricted to individual Accounts.

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

## 13. Changes and Amendments

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

## 14. Other Parties and Agreements

AirPlus shall be entitled to involve vicarious agents for fulfillment of the Contract as a whole or in parts. The Subscriber agrees that such third parties gain access to various master data of the Subscriber within the scope and to the extent required for their activities. AirPlus is furthermore entitled to transfer the rights and obligations under this Contract to third parties at any time. The Subscriber already here and now consents thereto. The Subscriber is not entitled to assign claims against AirPlus to any third party, or to assert retention rights against AirPlus.

## 15. Severability Clause

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

## 16. Final Provisions / Place of Performance / Place of Jurisdiction

The Contract is subject to Swiss law. Inasmuch as lawfully permissible, the exclusive place of jurisdiction shall be Kloten.