

AirPlus Company Account Mexico

Thank you for choosing AirPlus!

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

Please find attached:

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

A copy of these documents was sent to the email address you entered in the Web Contract. In order to open an account we need a printed and signed copy of the contract.

We are looking forward to a successful co-operation!

Save	Print	Send
<p>Please save the Contract for your records.</p>	<p>Please print the contract and sign it.</p> <p>If you have any questions please contact us:</p> <p>+52 (55) 5292 3171</p>	<p>Please send the signed contract incl. this cover page via post, fax or e-mail to the following address:</p> <p>Lufthansa AirPlus Servicekarten GmbH Av. Ejercito Nacional Mexicano 418 Piso 9 Of 1 Col. Polanco V Seccion C.P.11560 Del. Miguel Hidalgo Ciudad de Mexico mexico@airplus.com</p> <p>Should we require further information regarding your application, we will contact you.</p>

To be filled by AirPlus / for internal use only:

Contract Number	Account Number	ORG																																											
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First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 6

Beneficial owner no. 6

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 7

Beneficial owner no. 7

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 8

Beneficial owner no. 8

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 9

Beneficial owner o. 9

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 10

Beneficial owner no. 10

☐ Beneficial owner

☐ Fictitious beneficial owner

Salutation

☐ Mrs.

☐ Mr.

Last name

First name

Date of birth

Place of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

☐ Listed company or majority-owned subsidiary are exempted of the mandatory disclosure with the following declaration:

The signatory hereby declares that the contracting partner is a company listed in an organized market pursuant to § 2 para. 11 of the Securities Trading Act of Germany (Wertpapierhandelsgesetz, WpHG) or is a majority-owned subsidiary of such a company pursuant to § 290 para. 2 of the Commercial Code of Germany (Handelsgesetzbuch, HGB) or is subject to transparency requirements with regard to voting rights under European Community Law or equivalent international standards. Furthermore, I declare that there is no other natural person who is beneficial owner due to a relevant number of shares, voting rights or due to other exercise of control.

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Stock exchange:

☐ Public corporation or majority-owned subsidiary is exempted of the mandatory disclosure under the terms of the following declaration:

The signatory hereby declares that the contracting partner is a public corporation/company or a majority-owned subsidiary of such a company.

Furthermore, I declare that there is no other natural person who is beneficial owner due to a relevant number of shares, voting rights or due to other exercise of control.

4. Bank Details and Accounting

ACCOUNTING TERMS [1/10]

Unless otherwise agreed in writing, AirPlus will issue a monthly invoice to the Subscriber for all reimbursement claims arisen and recorded during the accounting period. The invoiced amounts are due immediately and have to be settled in full within 10 calendar days ("Term of Payment"), unless otherwise agreed in writing. If direct debit is available, it will be the standard payment method. If the invoice is not settled in full within 10 calendar days from the invoice date, AirPlus charges default interest as from the Term of Payment, in addition to bank fees and reminder costs. Invoicing shall be in Mexican Peso (MXN). Any charges incurred in currencies other than the billing currency shall be converted into MXN on the day the charge is booked, based on the reference rate of the previous trading day.

For this contract the following payment terms are valid:

- * Invoicing frequency: monthly
- * Payment method: bank transfer
- * Due date: 10 day(s)

Bank account (indication voluntary)

IBAN
SWIFT/BIC
Name of Bank
Bank Address
Contact Person at the Bank
Phone
Fax

BANK ENQUIRY / CREDITWORTHINESS CHECK

By its signature, the Subscriber irrevocably authorises the financial institute named above under "Bank Account" to provide AirPlus with any information necessary to establish the creditworthiness required for the issue and use of the Account(s) ordered.

5. Potential Turnover

AirPlus Account Turnover
Planned Booking Start Date

6. Travel Agency

☐ We authorise the following travel agency to use the account

Travel Agency Name
IATA-Number
Street / P.O. Box
Postcode
City
Country

Contact person at Travel Agency

Title

<input type="checkbox"/> Mr.
<input type="checkbox"/> Mrs.
<input type="checkbox"/> Ms.
Name
Phone
Fax
Email
Transfer of Account No.
<input type="checkbox"/> We authorise AirPlus to share the Account Number with the Travel Agency (mandatory)

7. Additional Features and prices

Insurance

Do you require the AirPlus Travel Insurance with this Account?

☐ Yes, Annual Account fee: 3000 MXN

Travel Inconvenience Insurance

☐ Travel Inconvenience Insurance: 45.50 MXN per flight ticket / person

The insurance terms and conditions are available in the AirPlus Business Travel Portal.

8. Additional Data Fields

<input type="checkbox"/> Personal ID (PK)
<input type="checkbox"/> Department (DS)
<input type="checkbox"/> Cost Centre (KS)
<input type="checkbox"/> Accounting Unit (AE)
<input type="checkbox"/> Internal Account (IK)
<input type="checkbox"/> Departure Date (BD)
<input type="checkbox"/> Project Number (PR)
<input type="checkbox"/> Order Number (AU)
<input type="checkbox"/> Destination (RZ)

Please provide your existing AirPlus Company Account Number if requesting an additional account with identical additional data fields (DBIs):

Statement to be sorted by the following above selected data field (free of charge):

Statement to be sorted by the following criterion (free of charge):

- ☐ by purchase data
- ☐ by name

Subtotals on statements at the following point(s):

9. Online Services

It is deemed agreed that communication between AirPlus and the Subscriber within the scope of this contractual relationship can also take place electronically via the internet, in particular by e-mail to the e-mail address provided by the Subscriber. AirPlus shall provide statements and records of individual transactions to the Subscriber in PDF for downloading from the AirPlus Business Travel Portal at www.airplus.com

If and when AirPlus has been provided with a correct e-mail address, AirPlus shall notify the Subscriber by e-mail when a new statement becomes available. The Subscriber undertakes to retrieve all new statements promptly after receipt of such e-mail notification. Statements and information on amounts invoiced shall be available online in the AirPlus Business Travel Portal for a period of 12 months following the first notification. No statements shall be sent to the Subscriber by regular mail.

First Name
Last Name
Email

Where the Subscriber wishes to have his or her statements sent to a third party's postal or e-mail address or to have a third party retrieve the statements from the AirPlus Business Travel Portal (and, where applicable, to have the e-mail notifications sent to this third party's e-mail address), the Subscriber hereby authorizes such third party to accept statements from AirPlus.

AirPlus Business Travel Portal

Portal access
☐

LOGIN Name

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

Salutation

☐ Mr.
☐ Mrs.
☐ Ms.

First Name

Last Name

Email

The Subscriber hereby agrees to the Terms and Conditions for the AirPlus Business Travel Portal, which can be accessed and printed out via www.airplus.com/TC/WW-en

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

10. Electronic Data Interchange (EDI)

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

You can activate the transfer of CSV data (Excel format) directly via the following check box:

CSV (Excel-Format)

☐ We herewith confirm that we have read and accepted the above mentioned preconditions and want to receive our statements electronically in addition to the PDF statement.

New setup or modification

☐ New setup

☐ Modification

EDI-Partner No.

11. Climate-friendly

Do you want to order the AirPlus Green Reports?

☐ Yes, we order once and binding the AirPlus Green Reports

☐ No, we do not want to use this service

We order once and binding the **AirPlus Green Reports** for the below-mentioned AirPlus Company Account number from Lufthansa AirPlus Servicekarten GmbH:

AirPlus Company Account

number:

For the following reporting period (12 months max.):

Start date:

End date:

Please note that a reporting can only take place once the AirPlus Company Account has been used as a method of payment.

For the above-mentioned reporting period we order the AirPlus Green Reports Flight:

For the above-mentioned reporting period we order the AirPlus Green Reports Flight: (Prices are exclusive VAT, if applicable)

☐ 400 EUR on contract level

☐ 1.000 EUR on multiple national contract level

☐ 2.500 EUR on multiple international contract level

Fee for the AirPlus Green Reports

Please charge us for the fee specified above on our AirPlus Company Account with the following number (the debit will be made with one of the next statements):

Account Number:

If the above field for the AirPlus Company Account number is left in blank, you order the "AirPlus Green Reports" for this AirPlus Company Account contract and the issued AirPlus Company Account will be charged.

Liability

Inasmuch as lawfully admissible, AirPlus is neither liable if the report is not appropriate for the Subscriber followed purpose nor for damages which occur in using the report or for missing suitability of the Subscriber followed purpose. This is also applicable if the Subscriber was adverted from AirPlus to such purpose or possibility of the occurrence of damage.

12. Fees

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

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

13. Entry into Force / Initial Term

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

Other Explicit Agreements

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We hereby apply for an AirPlus Company Account Contract, subject to the Key Terms, which are to be read in conjunction with, and in the case of inconsistency, shall prevail over the “AirPlus Company Account General Terms and Conditions Mexico” (April 2013), each of which We have read, understood and accepted. We also accept the Terms and Conditions for the AirPlus Business Travel Portal (if chosen).

Subscriber

STAMP
(mandatory)

Stamp Subscriber and legally binding signature(s) - mandatory

Name and title of signatory in printed letters - mandatory

Street/Postcode/City signatory - mandatory

Date

Lufthansa AirPlus Servicekarten GmbH

Legally binding signature(s)

Date

1. Defined Terms

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

- Lufthansa AirPlus Servicekarten GmbH ("AirPlus"), Dornhofstr. 10, D-63263 Neu-Isenburg, Germany, is the provider of the AirPlus Company Account,
- "Account" shall mean the AirPlus Company Account provided by AirPlus,
- "Subscriber" shall mean the party to whom AirPlus has provided an Account,
- "Merchant": Company that accepts payments via the Account,
- "AirPlus Company Account Contract" or "AirPlus Company Account compact Contract" (each hereinafter referred to as "Contract"): This agreement between AirPlus and the Subscriber referring to the Account,
- "AirPlus Online Services": ("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 without giving reasons.

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

4. Use of the AirPlus Online Service

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

5. Responsibility for the Account

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

In the event of theft, loss or forgery the Subscriber shall not be liable if the Subscriber has taken all necessary and reasonable efforts to protect the Account against misuse and has informed AirPlus of the loss or misuse of the Account immediately upon

discovery, unless the Subscriber acted grossly negligently or with fraudulent intent. In such case, the Subscriber shall be fully liable for the loss. In the event of loss, the Subscriber is liable for loss or misuse of the Account up to a maximum of 50 US\$ until notification to AirPlus, unless the Subscriber can provide evidence of gross negligence or fraudulent intent. A handling fee of 10.00 US\$ is charged for the provision of a replacement Account. In case of improper use of the Account, the parties shall inform each other of all details required for the collection of the claims and/or the closing of the Account. As soon as the Subscriber ceases to be entitled to use its Account provided within the scope of these General Terms and Conditions, the Subscriber shall immediately 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. 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 2 % monthly and is in any case limited to the admissible statutory maximum amount. AirPlus is entitled to block all Accounts of the Subscriber for the duration of default.

6. Counterclaims and Set-off

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

7. Bank Guarantee / Collateral

AirPlus may 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 collateralisation and/or increase. This, however, requires that circumstances occur or become known which justify an increased risk assessment of the claims against the Subscriber. This can be the case in particular if the economic situation of the Subscriber has unfavourably changed or threatens to change unfavourably, or if the existing collateral has deteriorated or threatens to deteriorate in value. Until creation or increase of the collateral, AirPlus shall be entitled to block any Accounts provided to the Subscriber. AirPlus does not have a collateralisation claim if it has been expressly agreed that the subscriber does not have to furnish collateral or 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.

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 and Billing

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

11. 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 shall take effect by submission of an offer upon signing by the Subscriber, acceptance by AirPlus and submission of the account data. If an initial term is explicitly stipulated in the Contract, the Contract shall continue in force for the duration of the initial term.

Both parties can terminate the signed Contract on thirty days' written notice to the other party to the lapse of the respective contractual year but not prior to the end of initial term. 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 § 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 writing of any changes or amendments of the contractual provisions. They are deemed acknowledged, unless the Subscriber objects to them in writing within thirty days. If the Subscriber objects within the 30-day period, the changed or amended contractual provisions shall nonetheless be deemed acknowledged if the Subscriber continues to use the Account(s). AirPlus will explicitly point out such consequence to the Subscriber upon notification of the changes or amendments. Apart therefrom, the Parties shall agree on individual changes and amendments to these Terms and Conditions in writing only. They must be identified as such and require signing by both Parties.

14. Other Parties and Agreements

AirPlus shall be entitled to involve vicarious agents for fulfilment of the Contract as a whole or in parts. The Subscriber agrees that such third parties gain access to various master data of the Subscriber within the scope and to the extent required for their activities. 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 Terms and Conditions or any provision within the scope of other agreements is entirely or partially invalid, this shall not affect the validity of the other provisions. The Parties shall replace any invalid provision by a valid provision by which the economic purpose of the Terms and Conditions and/or other agreements as pursued by the invalid provision is best achieved. The same applies to the closing of any contractual gaps.

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

The Contract is subject to the substantive law of Mexico. To the extent legally permissible, the exclusive place of jurisdiction shall be Mexico City.