

# AirPlus Company Account The Netherlands

Thank you for choosing AirPlus!

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

- AirPlus Company Account application form;
- AirPlus Company Account General Terms and Conditions;
- SEPA mandate form; and
- If applicable, a power of representation form.

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

- the **original AirPlus Company Account contract signed** and with your **company stamp** affixed;
- a **current excerpt** from a **public register** (no more than three months old);

We might need additional documents such as:

- if you have chosen for direct debit, the **original SEPA mandate form signed** and with your **company stamp** affixed;
- if applicable, a **power of attorney** if one of the signatories is not a legal representative or a member of the representative body; and
- if applicable, **documents identifying the signatory**
- if applicable, a **chart of shareholdings**.

If you have filled a SEPA mandate form, please mail this to: AirPlus International, Evert van de Beekstraat 1-22, 1118 CL Schiphol, The Netherlands

We look forward to a successful partnership with you!

Print & sign

Please print and sign this application.

If you have any questions, please call us at +31 20 795 19 90

Additional documents

Please complete the application by enclosing the necessary documents as stated above.

Send

Please send the **signed Contract including this cover page per e-mail** to the following address:  
CorporateOnboarding@airplus.com

Should we require further information regarding your application, we will get in contact with you.

To be filled by AirPlus / for internal use only:

Contract Number

1	2	2	0	8	9	2													
---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Antrag/Vertrag

Account Number

1	2	2	0	8	9	2													
---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--

ORG

5	2	8
---	---	---

# AirPlus Debit Account Contract Netherlands

## 1. Company

### Application data

#### Application type

☐ Application for new AirPlus Debit Account Contract

☐ Application for additional AirPlus Debit Account

Consolidation number (to be filled by AirPlus)

Group contract number (to be filled by AirPlus)

The following contract is concluded between:

Company's name (as registered with the respective commercial register)

Company's registration number

Street (P.O. Box not accepted)

Postcode

City

Country

Registered Office Address (if different)

Postcode

City

Value added tax registration number (VAT Reg.No.)

(the "Subscriber" or "We")

### Subscriber's contact person for AirPlus:

#### Salutation

☐ Mrs.

☐ Ms.

☐ Mr.

First Name

Last Name

Phone

Fax

E-Mail

### Different billing address (if requested):

Company's Name

Contact Person

Department

Street / P.O. Box

Postcode

City

### Contact person for financial matters:

Salutation

☐ Mr.

☐ Mrs.

☐ Ms.

Name

Phone

E-Mail

and Lufthansa AirPlus Servicekarten GmbH, Dornhofstraße 10, 63263 Neu-Isenburg, Germany ("AirPlus").

## KEY TERMS

## 2. Identification

### Information regarding identification

#### Identification of the signatories

First name

Last name

Date of birth

Function of the signatory

☐ Member of the representative body or legal representative

☐ Authorized representative

AirPlus will assign your authorized signatory, the acting person, a Personal ID (PID) as part of the identification process. This PID is allocated exclusively to this person as an individual and is only required once. It can be used for all business transactions with AirPlus (e.g., entering into a contract, applying for an account).

### Please enter your PID here:

Person ID (PID)

Additional background information on the identification process and a detailed description can be found in the identification portal.

### Power of Attorney:

The signatory has the required power of attorney to sign on behalf of the contracting party (power of attorney):

☐ Yes

Note: Please provide a copy of the power of attorney along with the contract documents.

In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

☐ No

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

Template "Power of Attorney" in Web Contract



In the case of members of representative bodies or authorized signatories, the current excerpt from the commercial register is required to be provided along with the contract documents suffices to identify the contracting partner.

The power of attorney should include the name and full address of the company, the company letterhead or stamp, the first name and last name of the authorized representative, and the name and signature of the signatory (authorized representative).

☐ No

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

Template "Power of Attorney" in Web Contract

More information on identification

### 3. Beneficial Owner

As a provider of financial services, AirPlus is subject to the Anti-Money Laundering Act of Germany (Geldwäschegesetz, GwG) and local Dutch legislation. According to them, before establishing and in the course of any business relationship, AirPlus must ascertain whether its contracting partners are acting on behalf of one or more beneficial owners (BO) and, if this is the case, properly identify each one of them. For this reason, we ask you to provide the information and supporting documentation specified below:

Information on the beneficial owner(s)

Special cases:

Data of the beneficial owner(s)

Selection:

☐ Provision of data relating to beneficial owner(s)

No. 1

Beneficial owner no. 1

☐ Beneficial owner

☐ Fictitious beneficial owner

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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. 2

Beneficial owner no. 2

☐ Beneficial owner

☐ Fictitious beneficial owner

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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. 3

Beneficial owner no. 3

☐ Beneficial owner

☐ Fictitious beneficial owner

Type of ownership

☐ ownership or control of capital shares

☐ ownership or control of voting rights

☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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. 4

Beneficial owner no. 4

- ☐ Beneficial owner  
☐ Fictitious beneficial owner

Type of ownership

- ☐ ownership or control of capital shares  
☐ ownership or control of voting rights  
☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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. 5

Beneficial owner no. 5

- ☐ Beneficial owner  
☐ Fictitious beneficial owner

Type of ownership

- ☐ ownership or control of capital shares  
☐ ownership or control of voting rights  
☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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. 6

Beneficial owner no. 6

- ☐ Beneficial owner

- ☐ Fictitious beneficial owner

Type of ownership

- ☐ ownership or control of capital shares  
☐ ownership or control of voting rights  
☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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

Type of ownership

- ☐ ownership or control of capital shares  
☐ ownership or control of voting rights  
☐ ability to exercise effective control or dominant influence

Extend of ownership (%) or description of the nature of control or influence

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

Type of ownership





AM					ACCID							
----	--	--	--	--	-------	--	--	--	--	--	--	--



Fax .....

E-mail .....

## 5. Account Turnover

Account Turnover .....

Expected first use of the account: .....

## 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

Salutation .....

☐ Mr. ....

☐ Mrs. ....

☐ Ms. ....

Name .....

Phone .....

Fax .....

E-Mail .....

Transfer of Account No. ....

☐ We authorise AirPlus to share the Account Number with the Travel Agency (mandatory) .....

## 7. Additional Features

Additional Identification  
(allocation note, e.g. Travel  
Department, max. 21  
characters) .....

Do you wish the insurance coverage "AirPlus Travel insurance" for this  
AirPlus Debit Account? (Prices are exclusive VAT, if applicable) .....

☐ Yes, maximum coverage 600.000 EUR  
Annual Account fee: 200 EUR .....

You can download the insurance confirmation of the insurer .....

## 8. Statement Layout

Settlement with additional data .....

☐ Employee number (PK) .....

☐ Cost centre (KS) .....

☐ Accounting unit (AE) .....

☐ Departure date (BD) .....

☐ Destination (RZ) .....

☐ Project number (PR) .....

☐ Department number (DS) .....

☐ Order number (AU) .....

☐ Internal account (IK) .....

In the event of an additional  
account request, please take  
the additional data over from  
the following account number: .....

Statement to be sorted as follows: .....

☐ by purchase date .....

☐ by name .....

☐ by additional data field .....

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

☐ Yes .....

Will subtotals be required on statements containing additional data? .....

☐ no .....

☐ yes, at these places: .....

## 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 .....

AM					ACCID							
----	--	--	--	--	-------	--	--	--	--	--	--	--



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](http://www.airplus.com/TC/WW-en)  
They can be submitted to you as a hard copy, if required.

## 10. Electronic Data Exchange

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. Remuneration

Unless otherwise notified, AirPlus charges a fee of 3.40 EUR 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\\_nl](http://www.airplus.com/debitaccount_nl)

## 13. Entry into Force

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



AM					ACCID							
----	--	--	--	--	-------	--	--	--	--	--	--	--



We hereby apply for an AirPlus Debit Account Contract, subject to the “AirPlus Debit Account General Terms and Conditions Netherlands” (as at: June 2019), which conditions. We hereby receive. In the case of inconsistency, the Contract shall prevail over the Terms and Conditions. We have read, understood and accepted the Terms and Conditions. We also accept the Terms and Conditions for the AirPlus Business Travel Portal. All the applicable terms and conditions can be accessed and printed out via [www.airplus.com](http://www.airplus.com) and are deposited at the Court of Amsterdam under number 103/2009. Upon request they will be submitted free of charge as a hard copy.

Subscriber

X

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

X

Legally binding signature(s)

Date

# SEPA Direct Debit Mandate

A	I	R	P	L	U	S													
---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--

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

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

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

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

Lufthansa AirPlus Servicekarten GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany

Creditor identifier

**DE83ZZZ00000309554**

Type of payment

\* Recurrent payment



One-off payment



City or town in which  
you are signing

Location

\* Date

Signature(s)

\* Please sign here and print your name

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.

Creditor's use only

1	2	2	0																
---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## 1. Defined Terms

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

- "AirPlus" shall mean Lufthansa AirPlus Servicekarten GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany, the issuer of 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" (hereinafter referred to as "Contract") shall mean this agreement between AirPlus and the Subscriber referring to the Account;
- "AirPlus Online Service" shall include but not be limited to the AirPlus Business Travel Portal and the AirPlus Information Manager (if requested by customer),
- "A.I.D.A." shall mean AirPlus A.I.D.A. Virtual Cards, a product for registered AirPlus Business Travel Portal users that generates a virtual Mastercard number for payments not accepted via the AirPlus Debit Account.

## 2. Provision of Accounts

Upon receipt of the application completed by the Subscriber, AirPlus shall provide an Account to the Subscriber and link it to the address stated on the application. AirPlus reserves the right to decline applications for any reason whatsoever.

## 3. Use of the Account

The Account entitles the Subscriber to pay services (as described in the Contract) of AirPlus and the chosen Merchant which the Subscriber uses. Private use of the Account is expressly prohibited. The Subscriber commissions and authorizes AirPlus irrevocably to settle Merchants' receivables incurred by the Subscriber as a result of the Subscriber's use of the Account. With AirPlus, the Subscriber accepts every single payment process by presenting his or her Account number either himself or herself at the time of payment to the payee or by authorizing a third party to present it. The Subscriber shall reimburse AirPlus for all amounts outstanding which AirPlus settles based on the Subscriber's commissioning and authorization of AirPlus to settle or cause to be settled by third parties. AirPlus shall itemize on its current invoices the receivables to be reimbursed. If the Account is deposited with a Merchant or travel agency, the Subscriber shall notify AirPlus of the name and address of such enterprise.

Further conditions regarding payment orders:

- the credit limit may not be exceeded;
- the Account may not be blocked;
- no important reason may exist that entitles AirPlus to extraordinary termination as set forth under Section "Commencement and Termination of Contract" below.

AirPlus is entitled to suspend any payment order should one or more of these conditions not be met.

AirPlus may block an Account if factual reasons relating to the Account's security justify such blocking or in the event of suspected unauthorized or fraudulent use or if there is a significantly increased risk of the Subscriber being unable to meet the Subscriber's payment obligations. AirPlus may also block an Account if AirPlus is entitled to terminate the respective contract for good cause or if the number assigned to the Account is changed. In case of blocking the Account, AirPlus shall inform Subscriber of the blocking and the reasons for it as soon as possible, unless giving such information would comprise objectively justified security reasons or is prohibited by laws and regulations.

## 4. 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 ("Duty of Care"). The Subscriber shall notify AirPlus without undue delay if the Subscriber's Account has been compromised or in any way misused by any unauthorized person ("Loss Report"). The Subscriber shall notify AirPlus without undue delay of any erroneous entries on the statement of AirPlus or any mistakes on the part of AirPlus.

If an unauthorized payment transaction results from the fraudulent use of an Account that has been compromised or otherwise misused, AirPlus shall be entitled to request reimbursement of up to EUR 50 from the Subscriber. The Subscriber shall not be liable if and when the Subscriber could not have been aware of such fraudulent use, misuse or unauthorized use of the Account before such unauthorized payment transaction was made or if the fraudulent use, misuse or unauthorized use of the Account was caused by an AirPlus staff member, agent, or affiliate or by any other party to which AirPlus' activities have been outsourced. The Subscriber shall not be liable to reimburse AirPlus for any damages incurred if and when the Account was used after a Loss Report was filed. Also, the Subscriber shall not be liable to reimburse AirPlus for any damages incurred if and when AirPlus fails to meet its obligations under article 7:525 § 1 under c BW

(Burgerlijk Wetboek, Dutch Civil Code). This provision shall not apply if the Subscriber has acted with fraudulent intent.

The Subscriber shall be liable to reimburse AirPlus for any and all damages incurred if and when the Subscriber has acted with fraudulent intent or has caused the damages intentionally or by grossly neglecting the Subscriber's Duty of Care or any of the agreed-upon terms for the issuance and use of the 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 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 does not fully settle the statement by the agreed maturity date, AirPlus shall be entitled to demand a EUR 40 dunning fee as well as reimbursement of the damages caused by the delay, and, in any case, at least the statutory interest in arrears. Interest in arrears shall be calculated in accordance with article 6:119a BW (Burgerlijk Wetboek, Dutch Civil Code).

AirPlus shall be entitled to block all of the Subscriber's Accounts for the duration of the delay to the extent a significantly increased risk exists that the Subscriber will not be able to meet the Subscriber's payment obligations.

## 5. Use of the AirPlus Online Service

The Subscriber has access to the AirPlus Online Service. The Subscriber undertakes to keep the user name and password secret. 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/WW-en](http://www.airplus.com/TC/WW-en). If the Subscriber is a company with less than 50 employees, these General Terms and Conditions are made available beforehand and a copy will be sent to that Subscriber. They may also be made available in other form, if required.

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

In parallel to the AirPlus Debit Account AirPlus offers the A.I.D.A. product for registered users of the AirPlus Business Travel Portal. If the AirPlus Debit Account is not accepted as form of payment, the Subscriber is able to generate a virtual Mastercard number via the A.I.D.A. software/AirPlus Business Travel Portal.

If the virtual Mastercard number is used for payment abroad, a foreign exchange fee of 1.95% of the respective amount will apply except for transactions from or to member states of the European Economic Area when such transactions are made in EUR or in the currency of a member state which has complied with the notification procedure regarding the application of the regulation to its national currency as stipulated by Article 14 of Regulation (EC) No. 924/2009. This fee will be invoiced together with the amount of the payment process.

## 7. Counterclaims; Offset; No Assignment

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 acknowledges Subscribers defence to the Merchant's claim. 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 or to assign to third parties any claims it may have against AirPlus.

## 8. Creation and Reinforcement of 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 only specifically named items of collateral. 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.

## 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 invoice. AirPlus is not obliged to subsequent improvement.

### 10. Fees

The amount of fees payable shall be set forth in this Contract. They shall be charged to the Subscriber once a year in advance, unless agreed-upon otherwise. Fees shall not be reimbursable.

Work and services which are not provided for herein but are provided by AirPlus at the Subscriber's request shall be invoiced separately. AirPlus is entitled to postpone billing if this seems useful (e.g. in the case of minor amounts).

### 11. Invoicing

All transactions shall be invoiced in EUR even if such transactions are made in other currencies. Transactions made in currencies of non-member states of the European Monetary Union shall be converted to euros based on a conversion rate ("Reference Exchange Rate") which is based on the exchange rates published by one or more major German banks or on the exchange rates published by Mastercard International Incorporated or Visa Inc. on the banking day preceding the date of booking. AirPlus determines the Reference Exchange Rate every banking day and publishes it in the AirPlus Business Travel Portal. Changes to the Reference Exchange Rate agreed upon herein shall come into effect immediately and without prior notification.

### 12. SEPA Direct Debit Mandate

The following terms apply in cases where payment by direct debit under the SEPA system has been agreed upon and the Subscriber has agreed to confer or already has conferred to AirPlus the related mandate for direct debits under SEPA:

In general, AirPlus will include notifications of any direct debits to Subscribers along with their invoices (or by any other means agreed upon with the Subscribers) no later than 1 (one) calendar day before the respective amounts are direct debited ("Prenotification").

An amount direct debited from an account may deviate from the amount detailed on the pertinent statement or in the Prenotification if the Subscriber received any credit notes in the period between the issuance of the statement or the provision of the Prenotification and the due date or if any transactions were cancelled in said period.

An amount direct debited from an account may deviate from the amount detailed on the pertinent statement or in the Prenotification if the Subscriber has conferred to AirPlus a joint SEPA mandate for more than one contract and if it has been agreed that the Subscriber will receive separate invoices and Prenotifications for each contract but the amounts specified on the individual invoices will have the same due date. In this case, the total amount (the sum of the two invoices) will be direct debited on the due date.

The Subscriber undertakes to ensure that a sufficient balance is maintained in the account specified in the SEPA mandate and that amounts due can be direct debited by AirPlus. This obligation also applies in cases where the Subscriber has not received a Prenotification in a timely manner or at all.

### 13. Data Processing

The parties undertake to comply with the applicable regulations regarding data protection. The Subscriber warrants vis-à-vis AirPlus that the Subscriber's company has a reasonably concrete travel policy in place, that such policy is known to the Subscriber's employees, that the Subscriber has ensured and will continue to ensure that the Subscriber's employees are aware or can become aware that in specific booking situations they may infringe upon the travel policy, and that the Subscriber's employees and their representatives have been informed that AirPlus provides comprehensive data to enable the Subscriber to control compliance with the Subscriber's travel policy.

To the extent AirPlus collects and processes personal data on its own behalf, such collection and processing will be limited to the extent required and will be subject to AirPlus' privacy statement, a copy of which will be provided to the Subscriber. The Subscriber pledges to make AirPlus' privacy statement known to the Subscriber's staff members without undue delay upon receipt.

### 14. Duty of Notification

The Subscriber undertakes to notify AirPlus in writing without undue delay of any and all relevant changes including, but not limited to, changes to the Subscriber's bank information and addresses. Further, without being requested to do so and without undue delay the Subscriber undertakes to provide AirPlus with an excerpt from the trade register if changes have been entered into such register (e.g., change of the company's name, reorganization) or at AirPlus' request. In the event of material changes to the Subscriber's bank information, the Subscriber shall provide AirPlus without undue delay with a completed SEPA mandate, provided payment via SEPA direct debit mandate has been agreed upon.

### 15. Commencement and Termination of Contract

The Subscriber shall make a binding offer to AirPlus for the execution of a framework contract on payment services by transmitting to AirPlus the completed and signed application and upon the receipt of the same by AirPlus. The framework contract on payment services shall come into effect as soon as AirPlus submitted

the Account number to the Subscriber. Both parties can terminate the Contract on a thirty days' written notice. Termination can be limited to individual Accounts. Termination of the Subscriber takes effect upon blocking of the terminated Account. AirPlus can terminate the Contract without taking into account the notice period for good cause and at any time. Good cause is in particular given if, but not limited to, a) the Subscriber provided incorrect information on the application or culpably fails to meet the Subscriber's duty to inform hereunder at a later date or b) if the Subscriber fails to meet its payment or other obligations under this agreement or c) AirPlus gains knowledge that the Subscriber's financial situation has deteriorated significantly or is under threat of deteriorating significantly or d) if the Subscriber does not comply with its obligation to create or increase collateral as set forth under Section "Creation and Reinforcement of Collateral" above 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 or i) the Subscriber relocates the Subscriber's registered office or bank account to another country. Any termination shall be required in writing. 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.

### 16. Changes to the Contract

AirPlus shall notify the Subscriber in writing (on any information carrier in general use) of any changes or amendments to the contractual provisions. 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. If the Subscriber objects within the 30-day period and does not continue to use the Account(s), both parties have the right to dissolve the Contract. If the Contract is not dissolved within 30 days the changed or amended contractual provisions shall be deemed acknowledged.

### 17. Agents; Assignment

AirPlus shall be entitled to involve vicarious agents for fulfilment of the Contract as a whole or in parts. The Subscriber consents to AirPlus forwarding to third parties (e.g., trade credit insurance companies) information which the Subscriber provided to AirPlus for risk assessment purposes (e.g., annual financial statements). 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.

### 18. Payment Services; Limitation of Liability

Private use of the Account shall be expressly prohibited. Subscriber waives any right to invoke the nullity of the Contract based on article 6:227b and 6:227c BW (Dutch Civil Code), that is, if the Subscriber is not a consumer pursuant to article 7:5 section 1.

The following provisions shall be waived to the extent legally admissible i.e., they do not apply, that is, if the Subscriber is not a consumer pursuant to article 7:5 section 1: articles 7:517, 7:518, article 7:520 section 1, 7:522 section 3, 7:527 through 7:530, 7:534, 7:543, 7:544, 7:545 BW (Dutch Civil Code).

The Subscriber shall notify AirPlus within 6 (six) weeks after the date a charge for an unauthorized or incorrect payment was made.

Any claims and/or objections the Subscriber may have against AirPlus under articles 7:543, 7:544 and 7:545 BW (Dutch Civil Code) shall be excluded to the extent legally admissible, that is, if the Subscriber is not a consumer pursuant to article 7:5 section 1 BW (Dutch Civil Code). Any other claims and/or objections the Subscriber may have against AirPlus, not excluded by the foregoing, shall be limited to EUR 12,500.

This provision shall not apply in the case of intent and/or gross negligence or to interest damage or risk assumed expressly by AirPlus.

### 19. Severability Clause

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.

### 20. Governing Law and Place of Jurisdiction

The Contract is exclusively subject to the substantive law of The Netherlands. The court of Amsterdam, The Netherlands, shall have exclusive jurisdiction to hear all disputes ensuing from the Agreement.