

AirPlus Company Account Portugal

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
- a power of representation form, if applicable.

To enable us to process your contract application, please provide us with the following documents:

- the **original AirPlus Company Account contract signed** and with your **company stamp** affixed;
- the **original SEPA mandate form signed** and with your **company stamp** affixed;
- a **current excerpt** from a **public register** (no older than three months with official translation to English or German);
- 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**; and
- RCBE PDF copy (Registo Central Beneficiário Efetivo).

We look forward to a successful partnership with you!

Printing	Completing	Dispatch
<p>Please print and complete the application and, if applicable, a power of attorney.</p> <p>If you have any questions, please call us at +49 (0) 6 10. 2 20 - 43 33</p>	<p>Please complete the application by enclosing the following documents:</p> <ul style="list-style-type: none"> • SEPA mandate form; • excerpt from a public register; • authorization, if applicable; • documents identifying the signatory, if applicable; and • excerpt of transparency register, if applicable. 	<p>Kindly send the scanned documents including this cover page via email to the following address: Contract_Iberia@airplus.com</p> <p>Please kindly send the original documents and this cover page to the following address:</p> <p>AirPlus International JX VC O Onboarding & Due Diligence Dornhofstraße 10 63263 Neu Isenburg Germany</p> <p>Should we require further information regarding your application, we shall contact you.</p>

To be filled by AirPlus / for internal use only:

Contract Number	Account Number	ORG
1 2 2 0 9 6 2 0	1 2 2 0 9 6 2 0	6 2 0
Antrag/Vertrag		





document:

Template "Power of Attorney" in Web Contract

More information on identification

3. Beneficial Owner

Information on the beneficial owner(s)

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

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

First name

Date of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 2

Beneficial owner no. 2

- ☐ Beneficial owner
- ☐ Fictitious beneficial owner

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

First name

Date of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 3

Beneficial owner no. 3

- ☐ Beneficial owner
- ☐ Fictitious beneficial owner

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

First name

Date of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 4

Beneficial owner no. 4

- ☐ Beneficial owner
- ☐ Fictitious beneficial owner

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

First name

Date of birth

Nationality

Street (private address)

Postcode (private address)

City (private address)

Country

No. 5

Beneficial owner no. 5

- ☐ Beneficial owner
- ☐ Fictitious beneficial owner

Salutation

- ☐ Mrs.
- ☐ Mr.

Last name

First name

Date 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

Nationality

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Street (private address)
Postcode (private address)
City (private address)
Country

☐ Chart of shareholdings

Instead of providing data relating to your beneficial owner(s), you can submit a chart of shareholdings along with your documents. Please make sure that the provided chart of shareholdings has the following criteria:

- The shareholdings can be identified clearly.
- The beneficial owner(s) can be identified clearly.
- The documents and chart must be signed and complete with the company stamp or is printed on the company's letterhead.
- The documents you submit are no more than three months old.

☐ No information provided, the mandatory provision of information is waived with the following declaration

The signatory hereby confirms that the applicant/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 a subsidiary of such 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 or is a body corporate organized under public law.

4. Bank Details and Accounting

ACCOUNTING TERMS

Unless otherwise agreed in writing, AirPlus will invoice the Subscriber for all reimbursement claims accrued and recorded in the billing cycle in accordance with the payment terms below.

For this contract the following payment terms are valid:

- * Invoicing frequency: weekly
- * Payment method: direct debit
- * Due date for payment: 10 day(s)

Statements shall be rendered in euros (EUR). The Subscriber shall inform AirPlus of any and all objections to statements within six weeks after receipt of the respective statement. § 676b para. 1 of the Civil Code of Germany (Bürgerliches Gesetzbuch, BGB) shall remain unaffected.

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

BANK ENQUIRY / CREDITWORTHINESS CHECK

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
☐ Mr.
☐ Mrs.
☐ Ms.
Name
Phone
Fax
Email

7. Additional Product Features

Welcome letter
Company's
name (your reference
for
allocating the welcome
letter;
21 characters max.)
Additional information
(e.g.
Travel Management, branch;
20 characters max.)

Insurance

Do you wish the insurance coverage "AirPlus Travel Insurance" for this AirPlus Company Account?

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

Travel Inconvenience Insurance

☐ Yes, Travel Inconvenience Insurance: 3 EUR per flight ticket / person

You can download the insurance confirmation of the insurer from the AirPlus Business Travel Portal.

8. Additional Data Fields

☐ Personal ID (PK)
☐ Department (DS)
☐ Cost Centre (KS)
☐ Accounting Unit (AE)
☐ Internal Account (IK)
☐ Processing Date (BD)
☐ Project Number (PR)
☐ Order Number (AU)
☐ Destination (RZ)

Existing AirPlus Company
Account number for additional
account with identical data
fields:

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Statement to be sorted as follows (free of charge)

☐ by purchase date

☐ by name

☐ by another data field:

Will subtotals be required on statements containing additional data?

☐ no

☐ yes, at the following points:

9. Online Services

Statements will be provided to the cardholder free of charge as pdf documents in the AirPlus Business Travel Portal (Online Card Account). The cardholder can retrieve his or her statements in pdf format from the AirPlus Business Travel Portal. AirPlus will provide the statements in such a way as to enable the cardholder to reproduce and download them without any changes being required. The cardholder will be notified at the email address specified below every time a new statements is available. The cardholder undertakes to retrieve statements promptly after receiving such notification by email. All statements will be available for retrieval from the AirPlus Business Travel Portal for a period of six-months. The parties agree that statements issued by AirPlus will be provided electronically only and that AirPlus will not be obligated to send any statements by mail.

First Name

Last Name

Email

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

AirPlus Business Travel Portal (free of charge)

Portal access

☐

LOGIN Name

Portal-Administrator:

Title

☐ Mrs.

☐ Mr.

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

It 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.

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(* 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.

Further agreements

We hereby apply for a 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 Portugal" (as at: January 2018), 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 und title of signatory in printed letters - mandatory

Street/Postcode/City signatory - mandatory

Date

Lufthansa AirPlus Servicekarten GmbH



Legally binding signature(s)

Datum

SEPA Direct Debit Mandate

A	I	R	P	L	U	S													
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Mandate reference (to be completed by Lufthansa AirPlus Servicekarten GmbH)

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

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.

Your AirPlus Account number (please enter)

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AirPlus Company Account: General Terms and Conditions Portugal

As at: January 2018



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, D-63263 Neu-Isenburg, Germany, the issuer 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" shall mean the company that accepts payments via the Account,
- "AirPlus Company Account Contract" "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).

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 Accounts

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 irrevocably 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 statements 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 execution 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 "Commencement and Termination of Contract" below.

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.

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 § 675m para. 1 no. 3 of the BGB. 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 2.50 dunning fee as well as reimbursement of the damages caused by the delay, and, in any case, at least the statutory interest in arrears which currently is five points above the basic interest rate. The Subscriber's right to prove that lesser damages or lower dunning fees have been incurred shall remain unaffected. Interest in arrears shall be calculated based on the German commercial interest method (30/360 Method). 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/PT-en. They may also be made available in other form if required.

6. 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 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 a 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.

7. 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 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. Additional Data

If the Subscriber requests additional data exceeding the standard billing information, the Subscriber shall enter into a corresponding service contract 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. AirPlus is not obliged to subsequent improvement.

9. 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 settled separately. AirPlus is entitled to postpone billing if this seems useful (e.g. in the case of minor amounts).

10. Statements

All transactions shall be settled in euros 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

AirPlus Company Account:

General Terms and Conditions Portugal

As at: January 2018



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.

11. Data Processing

The parties undertake to comply with the applicable regulations regarding data protection. 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' data protection regulations known to the Subscriber's staff members without undue delay upon receipt.

12. 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.

13. Commencement and Termination of Contract

The Subscriber makes 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 signed Contract on thirty days' written notice. 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 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 Contract 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 Contract 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.

14. Changes to the Contract

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. 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 General Terms and Conditions which are not subject to § 675k para. 1 of the BGB in writing only. They must be identified as such and require signing by both parties.

15. 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.

16. Payment Services; Limitation of Liability

Private use of the Account is expressly prohibited. Inasmuch as lawfully admissible, i.e. if the Subscriber is not a consumer in the meaning of § 13 German Civil Code (Bürgerliches Gesetzbuch, "BGB"), the following statutory provisions are eliminated, i.e. they do not apply: § 675d paras. 1 through 5,

§ 675f para. 5 clause 2, §§ 675g, 675h, 675j para. 2, § 675v paras. 2, 4 and 5, §§ 675w through 675y, and § 676 of the BGB.

Inasmuch as lawfully admissible, i. e. inasmuch the Subscriber is not a consumer in the meaning of § 13 German Civil Code (Bürgerliches Gesetzbuch, "BGB"), unless already eliminated herein, claims and objections of the Subscriber against AirPlus according to §§ 675u to 676c BGB are excluded if the Subscriber has not informed AirPlus within 6 weeks after the date of the unauthorized or faulty charge to the Account at the latest. AirPlus' liability for damages incurred because a payment order is not executed or is executed incorrectly or too late shall be limited to EUR 12,500 provided such damages are not covered by § 675y of the BGB. This provision shall not apply for intent and gross negligence, for the interest damage and for risks which AirPlus has especially assumed.

17. 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.

18. Governing Law and Place of Jurisdiction

The Contract is subject to the substantive law of Germany. The venue shall be Darmstadt if AirPlus is the defendant and shall be Darmstadt or any of the Subscriber's venues if the Subscriber is the defendant.