AECS swisscard

BASIC ACCOUNT APPLICATION FOR AN AMERICAN EXPRESS® BUSINESS TRAVEL ACCOUNT (BTA)

With this form, the company below („applying company“) is requesting the **opening of an American Express Business Travel Account (BTA)** from Swisscard AECS GmbH („issuer“).

Please complete in full either electronically or in block letters.

1 – DETAILS OF THE APPLYING COMPANY

Legally binding company name (in accordance with commercial register extract, if registered)

Street/No. (domicile address)

ZIP code Town

Country (state)

Phone

Sector

Legal form of the company

Date of foundation

Do you have your own office? ☐ Yes ☐ No
(i.e. no c/o address, your registered office is not at a lawyer's office/trust company/bank)

Do you employ your own staff? ☐ Yes ☐ No

Language for correspondence: ☐ G ☐ F ☐ E

Entry in commercial register

☐ Yes, since : imperatively enclose copy of commercial register extract (no older than 12 months)

☐ No: enclose copy of articles of incorporation or equivalent documents

2 – INFORMATION REGARDING THE REQUESTED ACCOUNT

Expected annual turnover for the BTA in CHF

Limit in CHF per month (if required):

How the BTA is to be named.
(max. 30 characters including spaces; no umlauts/accents)

The BTA should be ready from:

3 – THE APPLYING COMPANY'S SWISS BANK/POST OFFICE ACCOUNT

Bank/post office name

IBAN (without spaces)

The signature for the applying company on this basic account application confirms that the Swiss bank/post office account declared here is active and is held in the name of the applying company at the relevant bank/post office.

4 – INFORMATION ON THE RESPONSIBLE TRAVEL PROVIDER INCLUDING POWER OF ATTORNEY FOR THE TRAVEL PROVIDER

Orders or bookings are exclusively processed through the following travel provider:

Name of travel provider

Street/No. (domicile address)

ZIP code Town

First name/Last name of contact person at travel provider

Phone

Email

Power of attorney for travel provider

The applying company hereby authorizes all employees, management bodies and support personnel of the above named travel provider linked to the Business Travel Account (BTA) (including travel providers of which the issuer is later informed in writing), and in general all persons who legitimately identify themselves to the issuer by means of the security code that appears below or is subsequently issued by the applying company for travel providers on its responsibility and of which the issuer is informed in writing (hereinafter „travel provider“), **to individually represent it towards the issuer until written notice of retraction is received, and to issue and take delivery of statements, including electronically, in its name and that are binding on it. The applying company acknowledges that during electronic communications data are transmitted unencrypted via the Internet, i.e. via a public network accessible to anyone. Data can be viewed, changed or misused by third parties, and conclusions can potentially be drawn concerning a current or future business relationship. The identity of the sender can be simulated or tampered with.** The travel provider's rights to representation are restricted to those actions and tasks that are necessary to ensure the smooth operation of the BTA, including but not limited to the posting of requested travel services. The issuer reserves the right to consult with or obtain written instructions from legal representatives of the applying company. It may also require certified specimen signatures from the applying company.
The applying company shall be liable to the issuer for any actions or omissions on the part of the travel provider. It is responsible for the careful use of the security code, including by the travel provider. It may communicate a new security code to the issuer at any time in writing.

We assign the following 6-digit security code for the travel provider:

5 – BILLING

Mailing address (if different to company address in Section 1):

Company name

First name/Last name and/or department

Street/No.

ZIP code Town

Country

Phone

5 – BILLING – CONTINUED

We would like our statements:

☐ Monthly

Specify exact statement date
(cut-off date, always on the X of the month)

☐ Weekly

Exact weekday (Mon.-Fri.)

☐ Bi-weekly

☐ in the 1st + 3rd week

Exact weekday (Mon.-Fri.)

☐ in the 2nd + 4th week

Exact weekday (Mon.-Fri.)

We would like to pay our statements by DD
(if so, please fill out the enclosed form and submit it to us through your bank):

☐ Yes ☐ No

We would like electronic BTA billing data:

☐ Yes ☐ No

6 – STATEMENT LAYOUT

The billing includes basic information on statement number, first name/last name of the traveler, flight price, destination or routing, ticket no. and travel date. In addition, you have the opportunity to define some company-specific reference fields:

	Name	Number of characters	Format	Mandatory field	Example
Example	*Cost Center*	*9* max. 9 characters	☐ numerical ☐ alpha ☒ alphanumerical	☒ Yes ☐ No	*A12345678*
Reference field 1		max. 9 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	
Reference field 2		max. 16 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	
Reference field 3		max. 10 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	
Reference field 4		max. 10 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	
Reference field 5		max. 15 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	
Reference field 6		max. 5 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	
Reference field 7		max. 10 characters	☐ numerical ☐ alpha ☐ alphanumerical	☐ Yes ☐ No	

Sort billing according to:

☐ Traveler's last name

☐ Reference field (please indicate numbers between 1 and 7)

Special requirements may apply when creating reference fields depending on the issuer of the travel document (airline, railway company, etc.). Please contact your company adviser or us regarding this on +41 44 659 62 90.

7 – IDENTIFICATION OF THE CONTROLLER

Please always provide full details of the controller in the identification of the controller form below (Form K).

EXCEPTION: If the applying company falls under one of the classifications listed below, this must be ticked (a maximum of one selection is possible) and the corresponding instructions must be followed.

Classification

- ☐ Listed company or subsidiary majority controlled by such a company
  → Continue to Section 8 – Power of attorney
- ☐ Authority or non-profit company (also association, foundation)
  → Continue to Section 8 – Power of attorney
- ☐ Unregistered partnership (does not apply to Ltd. and not to stock corporation)
  → Continue to Section 8 – Power of attorney
- ☐ Bank or another financial intermediary
  → Continue to Section 8 – Power of attorney
- ☐ Non-operating foundation, trust or similar association of persons or asset structures
  → Continue to Section 8 – Power of attorney
- ☐ Non-operational company (domiciliary company)
  → Continue to Section 8 – Power of attorney
- ☐ Sole proprietorship
  → Continue to the „Identification of the beneficial owner" form. This form can be downloaded from www.swisscard.ch/business-clients or requested from the issuer.

If none of the above classifications apply, complete the following identification of the controller form.

Identification of the controller at non-listed, operational entities and partnerships (Form K)

The applying company/contractual partner hereby declares (tick the applicable box – only 1 selection possible)

- ☐ that the person(s) listed below hold(s) **shares (capital or voting rights)** in the applying company/contractual partner **of 25% or more;** or
- ☐ if there are no capital or voting shares of 25% or more, that the person(s) listed below **otherwise exercise(s) control over the applying company/contractual partner;** or
- ☐ if there are no person(s) otherwise exercising control over the applying company/contractual partner, that the person(s) listed below **manage(s) the business.**

Please include a good quality copy of the identification document (front and back) for the following person(s).

Controller 1 ☐ Ms. ☐ Mr.

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Controller 2 ☐ Ms. ☐ Mr.

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Controller 3 ☐ Ms. ☐ Mr.

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Controller 4 ☐ Ms. ☐ Mr.

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Holding assets in trust
(Tick where appropriate)

☐ A third party is the beneficial owner of the money used to settle the card statement and/or that is collected by the card issuer in another way. The applying company holds these assets in trust.

The applying company undertakes to notify the card issuer of any changes that might occur. It is a punishable offense to inten-tion-ally enter wrong information into this paragraph (forgery of documents according to art. 251 of the Swiss penal code).

8 – POWER OF ATTORNEY

Power of attorney can be issued to:

a) one/several company authorized representative(s) only for the basic account applied for with this application form and for all current and future card accounts held under this basic account as well as the corporate cards/card agreements issued for these card accounts by Swisscard AECS GmbH („Swisscard“);

and/or

b) one/several company authorized representative(s) for the Master Control Account („MCA“) under which the requested BTA is held (new MCA to be opened or already existing) and all current and future basic accounts held under this MCA, and the card accounts managed under this as well as the corporate cards/card agreements issued for these card accounts by Swisscard AECS GmbH („Swisscard“). The MCA is the account level which is above the basic account in the American Express Corporate Card hierarchy and includes one or more of the applying company's basic accounts. Either a new MCA is opened or one of the applying company's existing MCAs is used for vPayment Accounts. If, according to the applying company's request, the MCA applies/should apply to several legal entities (e.g. other group companies) and no special MCA agreement has yet been concluded between Swisscard and all of these legal entities, or if there are any questions regarding the hierarchy of the MCA, please do not hesitate to contact us.

If an MCA already exists: Any existing powers of attorney for the MCA remain unchanged and also apply to the basic account applied for.

8.1 – INFORMATION REGARDING THE MANAGEMENT OF STATEMENTS

BTA Online (electronic statement) **instead** of paper statement

☐ By ticking this box, the company authorizes the issuer to activate BTA Online free of charge. Accordingly, authorized persons who are defined as BTA Online administrators (see Section 8.2) are able to view and manage the monthly statements appertaining to the respective basic account referred to above. It is recommended that at least two BTA Online administrators are nominated to guarantee that the monthly statements are checked and paid on time in the event of absences.

Important information: To use BTA Online, the company is required to have registered for the American Express @Work online application.

BTA Online (electronic statement) with **additional** paper statement

☐ By ticking this box, the company declares that it wishes to receive paper statements in addition to BTA Online. In this case, please designate a recipient for statements under Section 5. The issuing of the additional paper statement can be deactivated by an authorized representative at any time by telephone or in writing.

8.2 – INFORMATION ON THE COMPANY'S AUTHORIZED REPRESENTATIVES

Power of attorney applies:

☒ to the **basic account applied** for with this application form

☐ in addition to the **MCA** under which the requested basic account is held (optional)

Company authorized representative 1

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Phone

Cell phone[1]

Email[1]

Power of attorney for:

☐ **Access as BTA Online administrator**
(according to the «Terms of Use for BTA Online»)
Email authorization is required for BTA Online administrators. Please enter your email address.
By ticking this box, the company authorizes Swisscard to activate BTA Online (if not yet activated).

With my signature, I confirm as the company›s authorized representative that (1) the details provided above are correct and that (2) I have read, understood and accepted the Terms and Conditions of Powers of Attorney (Section 14) and the «Terms of Use for BTA Online» (can be viewed at www.swisscard.ch/en/legal-conditions-and-information or requested from Swisscard).

Signature Company authorized representative 1

[1] Rapid communication is made possible by providing your email and cell phone details. Electronic communication is associated with specific risks and due diligence requirements (please refer to § 9.2 (b) and § 15.4 in the General Terms and Conditions for Swisscard AECS GmbH American Express Business Travel Accounts (BTA)). Exchanging information and placing orders by email is only permitted to a limited extent (see § 3.2 in Section 14 – Terms and Conditions of powers of attorney).

Company authorized representative 2

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Phone

Cell phone[1]

Email[1]

Power of attorney for:

☐ **Access as BTA Online administrator**
(according to the «Terms of Use for BTA Online»)
Email authorization is required for BTA Online administrators. Please enter your email address.
By ticking this box, the company authorizes Swisscard to activate BTA Online (if not yet activated).

With my signature, I confirm as the company›s authorized representative that (1) the details provided above are correct and that (2) I have read, understood and accepted the Terms and Conditions of Powers of Attorney (Section 14) and the «Terms of Use for BTA Online» (can be viewed at www.swisscard.ch/en/legal-conditions-and-information or requested from Swisscard).

Signature Company authorized representative 2

Company authorized representative 3

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Phone

Cell phone[1]

Email[1]

Power of attorney for:

☐ **Access as BTA Online administrator**
(according to the «Terms of Use for BTA Online»)
Email authorization is required for BTA Online administrators. Please enter your email address.
By ticking this box, the company authorizes Swisscard to activate BTA Online (if not yet activated).

With my signature, I confirm as the company›s authorized representative that (1) the details provided above are correct and that (2) I have read, understood and accepted the Terms and Conditions of Powers of Attorney (Section 14) and the «Terms of Use for BTA Online» (can be viewed at www.swisscard.ch/en/legal-conditions-and-information or requested from Swisscard).

Signature Company authorized representative 3

Company authorized representative 4

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Phone

Cell phone[1]

Email[1]

Power of attorney for:

☐ **Access as BTA Online administrator**
(according to the «Terms of Use for BTA Online»)
Email authorization is required for BTA Online administrators. Please enter your email address.
By ticking this box, the company authorizes Swisscard to activate BTA Online (if not yet activated).

With my signature, I confirm as the company›s authorized representative that (1) the details provided above are correct and that (2) I have read, understood and accepted the Terms and Conditions of Powers of Attorney (Section 14) and the «Terms of Use for BTA Online» (can be viewed at www.swisscard.ch/en/legal-conditions-and-information or requested from Swisscard).

Signature Company authorized representative 4

[1] Rapid communication is made possible by providing your email and cell phone details. Electronic communication is associated with specific risks and due diligence requirements (please refer to § 9.2 (b) and § 15.4 in the General Terms and Conditions for Swisscard AECS GmbH American Express Business Travel Accounts (BTA)). Exchanging information and placing orders by email is only permitted to a limited extent (see § 3.2 in Section 14 – Terms and Conditions of powers of attorney).

8.2 – INFORMATION ON THE COMPANY'S AUTHORIZED REPRESENTATIVES – CONTINUED

Company authorized representative 5

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Phone

Cell phone[1]

Email[1]

Power of attorney for:

☐ **Access as BTA Online administrator**
(according to the «Terms of Use for BTA Online»)
Email authorization is required for BTA Online administrators. Please enter your email address.
By ticking this box, the company authorizes Swisscard to activate BTA Online (if not yet activated).

With my signature, I confirm as the company›s authorized representative that (1) the details provided above are correct and that (2) I have read, understood and accepted the Terms and Conditions of Powers of Attorney (Section 14) and the «Terms of Use for BTA Online» (can be viewed at www.swisscard.ch/en/legal-conditions-and-information or requested from Swisscard).

Signature Company authorized representative 5

8.3 – SECURITY CODE FOR COMPANY AUTHORIZED REPRESENTATIVES FOR TELEPHONE CONTACT

The (optional) security code always applies to all the company's authorized representatives and is used exclusively for simplified identification of authorized representatives on the telephone. The use of the security code is associated with special obligations to exercise due care and risks (see Section 14 – Terms and Conditions of powers of attorney); in particular, the company acknowledges that Swisscard is not obliged to carry out any further checks on the identity of the authorized representative, provided that the authorized representative legitimately identifies themselves to Swisscard using the security code defined by the company. If the company does not subsequently define a security code, either the previous security code remains in effect (if a security code has already been defined by the company) or no security code is used by the company (in this case, Swisscard verifies the identity of the authorized representatives through other measures).

Security Code
The company defines the following arbitrary security code:
(at least 4 characters)

The basic account and the BTA are opened, even if the information for the authorized representative(s) is incomplete.

9 – ADDITIONAL SERVICES

Corporate Incentive Program (CIP):
Is there a master agreement with SWISS? ☐ Yes ☐ No
Is there a master agreement with another airline?
☐ Yes, with ☐ No
To carry out the CIP, data may be exchanged between the card issuer and third parties involved in the CIP (e.g., SWISS), which may also be located abroad..

American Express @Work:
The web-based reporting tool „American Express @Work" makes it easier for you to manage your company cards. If you wish, your account manager will contact you to discuss the details with you.

Would you like American Express @Work? ☐ Yes ☐ No

Data transfer to external providers:
Would you like your BTA billing details to be electronically transferred to a third party appointed by you (e.g. software tool provider for expenses management)? Your account manager will contact you to discuss the details with you. The supplementary terms and conditions for data transfer to external providers apply, cf. Section 15, § 14.

Would you like data transfer to external providers? ☐ Yes ☐ No

10 – TABLE OF FEES

	American Express Business Travel Account
Setup fee	CHF 300*
Interest from statement date	7.5%
Payment reminder fee	CHF 20

* The issuer reserves the right to a different agreed setup fee.

[1] Rapid communication is made possible by providing your email and cell phone details. Electronic communication is associated with specific risks and due diligence requirements (please refer to § 9.2 (b) and § 15.4 in the General Terms and Conditions for Swisscard AECS GmbH American Express Business Travel Accounts (BTA)). Exchanging information and placing orders by email is only permitted to a limited extent (see § 3.2 in Section 14 – Terms and Conditions of powers of attorney).

11 – DECLARATION OF THE APPLYING COMPANY

On behalf of the applying company (**"Company"**), we confirm the accuracy of the information above and acknowledge the right of Swisscard AECS GmbH (**"Swisscard"**) as the issuer of the BTA to verify the above information at any time, including with third parties, and to reject this application without stating any reasons. The BTA includes insurance benefits. The Company hereby joins the respective collective insurance contracts entered into by Swisscard. The complete insurance terms and conditions, the information for persons insured under collective insurance, and the terms and conditions of any secondary and additional benefits (including bonus and loyalty programs) can be consulted at www.swisscard.ch at any time or can be requested from Swisscard. The insurance terms and conditions and the terms and conditions of any secondary and additional benefits shall be accepted no later than the first use of the BTA. The Company authorizes the insurer, Swisscard and third parties involved, in Switzerland and abroad, to exchange the data necessary for the processing of the insurance. **The Company shall bear all the liabilities arising out of the use of the BTA.**

For information about data processing please refer to clause 14 of the GTC and the Swisscard Privacy Policy, which can be consulted at any time at www.swisscard.ch/en/legal-conditions-and-information and can be requested from Swisscard. The Company will inform third parties whose data is processed at the instigation of the Company (e.g. upon provision of details in the application) about the processing of their data.

Swisscard may exchange data concerning the Company with **Swisscard group companies in Switzerland and abroad** (including in countries without an adequate level of data protection, in which case, suitable protective measures will be taken), in order to comply with statutory and regulatory provisions and the regulations of the group companies, and to manage risks. **The Company hereby release Swisscard and its group companies, to the extent set out above, from any and all contractual and statutory confidentiality obligations.** This authorization does not lapse upon liquidation or bankruptcy of the Company.

12 – SIGNATURES

By signing this basic account application, the applying company confirms to **have read, understood and accepted the General Terms and Conditions for Swisscard AECS GmbH American Express Business Travel Accounts (BTA) (Section 15), specifically points 6.3 (Adjusting spending limits), 9 (Duties of care), 10 (Responsibility and Liability), 15 (Customer Service and Communications), 16 (Changes to the card agreement) and the table of fees (Section 10).**

1st legally binding signature as specified in the commercial register, articles of incorporation or equivalent documents or in the power of attorney form

☐ Ms. ☐ Mr.

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Place Date

Signature

Enclose a certified copy (front and back) of your official identification document (passport, ID, Swiss driver's license).

2nd legally binding signature as specified in the commercial register, articles of incorporation or equivalent documents or in the power of attorney form

☐ Ms. ☐ Mr.

First name

Last name

Street/No. (address of residence)

ZIP code Town

Country (country of residence)

Date of birth Nationality

Place Date

Signature

Enclose a certified copy (front and back) of your official identification document (passport, ID, Swiss driver's license).

13 – HAVE YOU THOUGHT OF EVERYTHING?

- ☐ Have you enclosed a copy of the current CR extract (no older than 12 months) or founding documents or equivalent documents?
- ☐ If necessary: Have you completed the information in Section 7 – Identification of the controller?
- ☐ Have the company's authorized signatories checked and signed the application?
- ☐ Have the company's authorized signatories enclosed the required good quality certified copies (front and back) of the identification documents?
  Tip: The certified copy of identification document can also be created easily and free of charge using video identification (www.swisscard.ch/aml).
- ☐ With payment type DD: Please fill out the enclosed DD form and submit it to us through your bank.

Sign and send with the required copies of the identification documents (see Section 12) to:
Swisscard AECS GmbH, Postfach 227, CH-8810 Horgen
Please note: The photo, signature, place and date of issue must be recognizable/legible on the copy of the identification document.

202300360 SC1858CommASt001/2300G/Purple 07-2025/JSPD3/Amex Corporate BTA SKA

1. Appointment of Corporate Authorized Persons
The company shall authorize the above-mentioned natural persons (**"Corporate Authorized Persons"**), each individually, to represent the company vis-à-vis Swisscard AECS GmbH (**"Swisscard"**) until further written notice, in connection with the above-mentioned
- basic account agreements (including the related card agreements and application procedures);
- master control accounts (including the basic account and card agreements managed thereunder and application procedures).

The Corporate Authorized Persons may, in the name of and with effect against the company issue declarations of intent and information, make queries, and take delivery of messages from Swisscard.

2. Relationship with General Terms and Conditions
The General Terms and Conditions of Swisscard for the basic account agreement/card agreements (**"GTC"**) shall also apply to the Corporate Authorized Persons, unless stipulated otherwise in these Terms and Conditions of powers of attorney.

3. Scope of powers of attorney depending on the communication channel
3.1 Communication by post and/or by telephone
The rights of representation of the Corporate Authorized Persons are **comprehensive; in particular, each Corporate Authorized Person may make changes pursuant to clause 5 with individual signing authority** (e.g. appointing new Corporate Authorized Persons, revoking powers of attorney of other Corporate Authorized Persons).

3.2 Communication by email
Corporate Authorized Persons may use the above-mentioned specified email addresses **exclusively:**
- to order copies of card account and basic account statements.
- to change the addresses of employees and of the company.
- to change cardholder data unrelated to the agreement (Employee ID, cost center.
- to communicate changes in the company name[1]
- to increase or decrease limits on card accounts and basic accounts.
- to order replacement cards.
- to order PIN codes, which are delivered by post.
- to submit evidence of payments and ask for cards to be unblocked on that basis.
- to terminate basic accounts and card accounts.
- to cancel direct debit procedures for basic accounts and card accounts.
- to move card accounts from one basic account to another basic account of the same company.[2]

Swisscard will reply to such email requests at its sole discretion either by sending an email to the above-mentioned email address indicated or by another communication channel chosen by Swisscard. Email requests will be processed during normal office hours at Swisscard's registered office.

The email addresses of all persons who are authorized to send or receive emails in the name and by order of Swisscard are structured as follows: _____@swisscard.ch. **Swisscard may restrict or discontinue communication by email at any time** (e.g. depending on the security of the communication channel). The Corporate Authorized Persons and the company hereby acknowledge the following, in particular:
- Email must not be used to send urgent orders/queries to Swisscard, which must be addressed to Swisscard by telephone instead.
- It is prohibited to send any sensitive account or card data (e.g. card numbers, expiration date or card verification number) or means of identification (e.g. PIN, security code) to Swisscard by email.

In all other respects, email communications (e.g. information exchanges) between Swisscard and the Corporate Authorized Persons are governed by the provisions of the GTC on electronic communications.

4. Identity check and doubts about the authorization of the Corporate Authorized Person
Swisscard is under no obligation to further check the identity of the Corporate Authorized Person in the following cases:
- emails that are received from the above-mentioned email addresses;
- calls in which the caller uses the Security Code specified by the company.

In all other cases, Swisscard shall verify the identity of the Corporate Authorized Persons in an appropriate manner. If Swisscard doubts whether a Corporate Authorized Person is duly authorized, it is entitled to refrain from executing the orders of the Corporate Authorized Person in question and to withhold any information. If Swisscard refuses orders or refrains from exchanging any information, it is not required to state any reasons. Swisscard reserves the right at any time to demand a consultation with or written instructions from legally valid company representatives entered in the Commercial Register. Swisscard may demand authenticated or officially certified signature specimens from the company.

5. Modification (revocation/change of existing powers of attorney and granting of additional powers)
The company may revoke a power of attorney by giving Swisscard written notice thereof (by post or via a change request form). Swisscard may communicate with the relevant Corporate Authorized Persons and process their orders for up to three working days after receipt of such notice.

The company may change existing powers of attorney or grant new powers of attorney by submitting a new, duly signed **change request form** by post or in any other manner stipulated by Swisscard.

6. Duties of care
The company shall promptly inform Swisscard whenever Corporate Authorized Persons exit the company. In all other respects, the duties of care under the GTCs are applicable.

7. Data protection
The data of the company, of the cardholder and of the Corporate Authorized Persons shall be processed in accordance with the GTC. Further information about data processing is available in the Privacy Policy, the latest version of which can always be viewed at www.swisscard.ch/dataprotection or requested from Swisscard.

8. Corporate Group
By special agreement with Swisscard, group companies of a corporate group may appoint one Corporate Authorized Person for multiple group companies.

9. Indemnification and liability, change of terms and conditions of powers of attorney, as well as jurisdiction and applicable law
The provisions in the GTC shall apply.

09/2023

[1] So long as no change is made in the company number in the Commercial Register. Not applicable to restructuring operations such as mergers, asset transfers or demergers.
[2] The prerequisite is that nothing can change in the card account information other than the basic account number related to the card account.

The American Express Business Travel Account BTA is a virtual credit card with which the company can settle the bookings and fees of a travel provider selected by it (**"Travel Provider**") through a central account and instruct Swisscard to pay them. The charges to the BTA by the Travel Provider are set out in a detailed account statement.

These General Terms and Conditions for Swisscard AECS GmbH American Express Business Travel Accounts ("**GTC"**) govern the legal relationship between the company (**"Company"**) and Swisscard AECS GmbH (**"Swisscard"**) regarding American Express Business Travel Accounts issued by Swisscard (**"BTA"**).

All references to persons in this document are meant to cover all genders.

1. Scope of Application

1.1. These GTC apply to all acts concerning the BTA that companies, Travel Providers and third parties perform or cause to be performed (see 4.1), particularly regarding transactions (see 4.2) and dealing with means of identification (see 4.1).

1.2. Any Secondary and Additional Benefits regarding the BTA used by the Company shall be governed by the specific product and service conditions applicable thereto (**"Product and Service Conditions"**).

1.3. The present GTC also apply to applying companies, mutatis mutandis.

2. Formation of the BTA Agreement

2.1. The agreement between the Company and Swisscard (**"BTA Agreement"**) shall be formed upon Swisscard's acceptance of the Company's application for the BTA.

2.2. Swisscard shall open a non-transferable basic account in the name of the Company (**"Account"**). Swisscard may reject applications without stating any reasons.

3. Secondary and Additional Benefits regarding the BTA

3.1. The BTA may be associated with secondary and additional benefits (**"Secondary and Additional Benefits"**) that are either an integral part of the BTA or available as options.

3.2. The Secondary and Additional Benefits are provided by

a. Swisscard, based on the relevant Product and Service Conditions, or
b. a third party for which Swisscard is not responsible (**"Third-Party Service Provider"**), based on an agreement between the Company and that Third-Party Service Provider. Any disputes regarding the benefits provided by the Third-Party Service Provider shall be settled by the Company directly with the Third-Party Provider.

3.3. Any Secondary and Additional Benefits provided by Swisscard shall be discontinued upon termination of the BTA Agreement. Swisscard is also entitled to terminate Secondary and Additional Benefits at any time.

4. Use of the BTA and Transaction Approval

4.1. The Company shall designate the Travel Provider as the sole user of the Company's BTA. The Company shall authorize the Travel Provider's employees, directors and officers, and vicarious agents (**"Users"**) to represent the Company vis-à-vis Swisscard with respect to the BTA. The Company, on its own responsibility and account, instructs the Travel Provider to book fee-based travel services and to use the BTA as a means of payment.

4.2. The Travel Provider shall use the BTA for the Company's account. There is no contractual relationship between the Travel Provider and Swisscard with respect to the BTA. The Company shall acknowledge all:

a. transactions performed via the BTA in which the card number of the BTA was indicated and irrevocably instructs Swisscard to pay the corresponding amounts to the relevant acceptance point. Swisscard may authorize the transaction on that basis, but is under no obligation to do so;
b. fees, interest charges and further expenses billed by Swisscard to the Company in connection with the BTA;
c. claims and receivables resulting from items (a) and (b) above.

4.3. The Company shall use the BTA only within the limits of its financial resources. In particular, the Company may not use the BTA once it becomes clear that it is unable to meet its financial obligations, or if it becomes insolvent.

4.4. The BTA shall not be used for purposes prohibited by law or by the contract.

5. Means of Identification

5.1. The following are considered means of identification (**"Means of Identification"**) under these GTC:

a. the card number of the BTA and the expiry date; and
b. any further elements that Swisscard provides to or agrees upon with the Company for identification purposes.

5.2. Anyone who uses Means of Identification in order to use the BTA is presumed to be authorized to do so.

6. Limits

6.1. Swisscard can set limits per account or per Company (for multiple accounts) (**"Limit"**). Swisscard shall communicate the Limit to the Company, and the Company shall draw on the BTA only within the limits of its financial possibilities. The Company shall ensure that the Travel Provider only draws on the BTA in accordance with the Limit.

6.2. The Company may ask Swisscard for the Limit to be:

a. increased. Swisscard may make the increase conditional on a new successful credit check (including information and documents on the financial situation) or sufficient security (e.g. a bank guarantee).
b. reduced. Swisscard will confirm the reduction (e.g. on the next monthly statement), in which case the reduced Limit will enter into effect from the time indicated by Swisscard.

6.3. Swisscard may reduce the Limit at any time with immediate effect if, in Swisscard's opinion and sole judgement, the regulatory environment or economic situation have changed unfavorably, the Limit has not been reached, or such a reduction seems advisable for purposes of fraud prevention. Swisscard shall inform the Company of any such reduction within a reasonable time according to the ordinary course of business.

7. Fees and Interest Charges

7.1. The BTA Agreement, the use of the BTA and, in general, the legal relationship concerning the BTA between the Company and Swisscard may entail fees (e.g. annual fee, payment reminder fee) and (third-party) costs (e.g. in foreign exchange transactions) (**"Fees"**) as well as interest charges. Apart from third-party costs (expenses) Swisscard shall inform the Company of the existence, type and amount of the Fees and interest on or in connection with the application for the BTA and/or in any other suitable form. They can be requested at any time from Swisscard's customer service or viewed on www.swisscard.ch. The annual fee is either payable at the start of the contract year or else Swisscard may charge for the annual fee in monthly installments. Such installments may involve a surcharge.

7.2. For transactions in currencies other than the account currency, the Company hereby accepts the conversion rates set by Swisscard or by the card network. In addition, Swisscard can charge a Fee for transactions performed in foreign currency or abroad.

7.3. The acceptance point may offer to execute a transaction in the account currency instead of in the national currency of the acceptance point. In that case, the Company shall accept the conversion rate set by a third-party company (e.g. card network or third-party company that links the acceptance point to the card network). In addition, Swisscard can charge a processing fee for such transactions.

7.4. Upon entering into the BTA Agreement, Swisscard shall grant the Company a credit line in the amount of the Limit. The credit (loan) is managed on the account as a current account. The credit (loan) is granted when the account is debited (**"Posting Date"**).

7.5. The agreed (loan) interest will be charged on all debits of the account (except on the accrued interest) from the date indicated to the Company (statement date or Posting Date). If the statement amount is paid in full by the payment date indicated on the monthly statement, interest shall be waived on the charges for that statement period (except for the balance carried forward from previous statements). If the statement amount is fully or partially unpaid by the payment date indicated on the monthly statement, interest will be charged on all charges (except on accrued interest) until a partial payment is received and thereafter on the outstanding balance until receipt of payment in full. Receipt of payment by Swisscard is the determining factor.

8. Billing and Payment Methods

8.1. The Company shall receive a paper or electronic monthly statement for the balance due. The statement shall cover any existing claims arising from transactions processed in the past statement periods, interest, fees and unpaid amounts from the previous monthly statements.

8.2. The indication of the balance on the monthly statement does not result in an objective novation of the debt. Unless otherwise agreed, the entire statement amount must be received by Swisscard by no later than the payment date indicated on the monthly statement. In case of a direct debit (DD) arrangement, the DD shall be collected prior to the payment date. Swisscard reserves the right not to send a statement if no transactions occurred in the billing month and the balance is zero.

8.3. The Company shall settle the outstanding statement amount using a payment method accepted by Swisscard.

9. General Security Advice and Obligations to Cooperate and Exercise Due Care

9.1. The Company hereby acknowledges that the BTA may be misused in case of unauthorized access to it. Whenever the BTA is used, Terminal Devices (e.g. mobile telephone, watch, tablet, computer; hereinafter the **"Terminal Devices"**) of the Company, Travel Provider or third parties are utilized. Terminal Devices are part of the overall system but outside the control of Swisscard. Swisscard therefore cannot assume any responsibility for Terminal Devices despite all security measures. The Company shall prevent unauthorized access to the BTA and misuse thereof. The Company shall comply with all the duties of care and cooperation mentioned in these GTC, especially those listed below.

9.2. The Company shall:

a. take all necessary and appropriate measures to prevent unauthorized access to the BTA and maintain such measures in effect;
b. perform the duties of care regarding Means of Identification and Terminal Devices by:

(i) protecting the Terminal Devices properly. The Company shall activate a suitable access control system (e.g. password, fingerprint or facial recognition) for the Terminal Device and shall ensure that the Terminal Device is not left unattended in an unprotected state. It is also necessary to ensure that no third parties are able to view the information shown on the display unit. The Company shall ensure that the authorized users log out of any online services of Swisscard or of third parties and delete the history data before leaving a Terminal Device unattended. The Company shall keep the operating system up to date and refrain from tampering therewith (e.g. through jailbreaking or rooting) and minimize the risk of unauthorized access to the Terminal Devices by using suitable state-of-the-art protective measures (e.g. by installing and regularly updating security programs such as firewalls and antivirus programs, and by only using software from trustworthy sources, such as official app stores). Furthermore, the Customer shall always use the version of software and apps recommended by the manufacturer.

(ii) keeping the Means of Identification and login data (e.g. user name and password) for the Electronic Means of Communication and Terminal Devices (**"Login Data"**) secret and not recording them in or on the Terminal Device or elsewhere, even in modified form, and taking all measures to prevent unauthorized use of the Means of Identification and Login Data.

(iii) not using any easily guessable combinations (e.g. telephone numbers, dates of birth, vehicle license plate numbers, names of the Company or of employees) for Means of Identification and Login Data. If the Company knows or has good reason to assume that a third party has or may have had access to Means of Identification, it shall promptly change or have the relevant Means of Identification changed or replaced by Swisscard.

(iv) not passing the Terminal Device on to third parties for (temporary or permanent) unattended use prior to deletion of all data related to electronic communications from the Terminal Device (e.g. by deleting or resetting apps). Loss of the Terminal Device shall be reported immediately to Swisscard – in case the above-mentioned data were not previously deleted – and the Company shall take all available measures to prevent further use of the Terminal Device (e.g. through remote deletion of data on the Terminal Device or by locking the SIM card, possibly via the mobile network operator). The Company shall use only such third-party Terminal Devices as provide adequate security within the meaning of these GTC and the relevant Terms of Use of Electronic Means of Communication.

(v) promptly informing Swisscard by telephone of any suspected misuse of Electronic Means of Communication (e.g. phishing).

(vi) keeping secret that it has disclosed an Electronic Address to Swisscard and which information it has disclosed to that purpose (e.g. mobile telephone number).

(vii) taking all further measures that appear necessary and are commonly taken to protect against fraud and unauthorized transactions.

c. Promptly notify Swisscard by telephone (regardless of any time difference) of any actual or even suspected loss, theft or unauthorized use of the Means of Identification and/or the BTA. If a loss is incurred, the Company must, to the best of its ability, cooperate in resolving the matter and in minimizing the loss. Suspected criminal offenses shall be reported by the Company to the appropriate police force;

d. undertake to use the enhanced-security payment methods supported by Swisscard;

e. check the monthly statements immediately and promptly inform Swisscard of any discrepancies by telephone. Moreover, the Company shall give Swisscard the written claims report, unprompted, within thirty (30) days after the statement date (if the BTA was used improperly) or complaint (in case of other irregularities), together with a list of the transactions in question and the relevant documents in that respect. Failing which, statements shall be deemed to have been approved by the Company. The Company shall use the forms provided by Swisscard for complaints or claims reports, which are available from Swisscard on request or may be downloaded from www.swisscard.ch. If the Company is expressly asked by Swisscard to submit a claims or complaint form, the signed and completed form shall be returned to Swisscard within ten (10) days after the request. The Company shall promptly notify Swisscard by telephone or in writing if it has executed transactions or not yet paid the full amount of a monthly statement but has not yet received the corresponding monthly statement within eight (8) weeks thereafter.

f. disclose completely and accurately, on first demand, all such information as is necessary for checking applications and processing the BTA Agreements or required on regulatory grounds (e.g. prevention of money-laundering, consumer credit laws) as well as any other information requested by Swisscard. Moreover, the Company shall promptly inform Swisscard, unsolicited, in writing or in any other manner accepted by Swisscard, of any changes in the personal data provided to Swisscard (e.g. name, postal address, telephone number, email address, income and assets, and details concerning beneficial owners). Until receiving such a notice, Swisscard is entitled to consider the most recently provided information to be valid, with no obligation to conduct further research;

g. ensure that the Travel Provider is carefully selected, instructed and monitored;

h. protect the BTA against unauthorized access and make Means of Identification available only to authorized persons and only via secure channels;

i. be aware at all times who can access Means of Identification and the BTA;

j. promptly inform Swisscard if the Travel Provider may no longer access the BTA;

k. give binding instructions to all persons who have access to the BTA to cease using the BTA as soon as they are no longer authorized to do so (e.g. upon termination of employment, withdrawal of the authorization or any other cessation of the working relationship);

l. in case of blocking or cancellation of the BTA, promptly inform the Travel Provider and acceptance points at which the BTA has been specified as a means of payment for recurring services that the BTA has been blocked and/or cancelled;

m. secure the information in accordance with 14.3.

9.3. The Company shall require the Travel Provider, Users and all others to whom it has granted authorization to use the BTA to comply with these GTC (including the duties of care and cooperation in accordance with the present Section 9) and shall ensure such compliance. The Company's internal policies are not enforceable against Swisscard.

10. Responsibility and Liability

10.1. The Company shall bear all liabilities arising out of the use of the BTA. In particular, the Company shall pay for all transactions, Fees (including those of the Travel Provider) and interest and further expenses, e.g., for the collection of overdue receivables. The Company is liable for Travel Providers, Users and other persons who identify themselves to Swisscard using Means of Identification.

10.2. Swisscard declines all responsibility for transactions performed using the BTA. All disagreements, differences of opinion and complaints regarding travel services and related claims shall be settled by the Company directly and exclusively with the Travel Provider. Irrespective of the foregoing, the monthly statement shall be paid in a timely manner. The Company shall require the Travel Provider to give written confirmation of cancellations of travel services.

10.3. The Company shall be held accountable for the conduct of the Travel Provider, Users and others who use the BTA. The Company shall bear unlimited liability in that respect even if it has exercised due care in selection, instruction and supervision.

10.4. Without prejudice to statutory or contractual liability for loss or damage caused by gross negligence or wrongful intent, Swisscard disclaims all liability for loss or damage that arises because the BTA was used or when the BTA is temporarily or permanently unusable. In particular, the Company hereby declines any liability for loss or damage:

a. that arises out of improper use of the BTA (including by third parties);

b. that is covered by insurance; as well as indirect or consequential loss or damage of any kind (e.g. lost profit);

c. that arises because it is impossible to pay with the BTA, e.g., whenever acceptance points do not accept the card, a transaction cannot be performed because the BTA is blocked or the Limit has been adjusted or for technical or other reasons, as well as any loss or damage resulting from blocking or cancellation of the BTA;

d. that arises because the BTA or Means of Identification are sent (or forwarded) to or by the Company, the Travel Provider, Users or others;

e. in connection with offers or benefits provided by third parties (e.g. partner offers);

f. in connection with Secondary or Additional Benefits regarding the BTA;

g. that arise because Electronic Means of Communication are used. Swisscard particularly assumes no responsibility for Terminal Devices that are used for the BTA, for the manufacturers of such Terminal Devices (including the software run on such devices), for network operators (e.g. Internet providers, mobile telephone service providers) and for other third parties (e.g. operators of platforms for downloading apps). Swisscard excludes all liability and warranties for correctness, accuracy, reliability, completeness, confidentiality and transmission time of any data transmitted by electronic means and resulting loss or damage, e.g., as a result of transmission errors, delays or interruptions in transmission, technical failures, permanent or temporary unavailability, hacking attacks or other failings.

11. Term, Termination, and Blocking of the BTA

11.1. The Company and Swisscard may terminate the BTA Agreement at any time in writing or in any other manner stipulated by Swisscard to that purpose, with immediate effect and without stating any reasons.

11.2. Upon termination of the BTA Agreement, any invoiced statement amounts shall become immediately due and payable. Any amounts not yet invoiced, transactions not yet debited and other claims of the Parties under the BTA Agreement shall become immediately due and payable when the Company receives the corresponding statement. The Company is not entitled to any full or partial refund of Fees (including the annual fee) from Swisscard. Any charges made to the Account after termination of the Agreement shall also be settled by the Company in accordance with these GTC and with the Product and Service Conditions. In particular, the Company shall be liable for all account charges resulting from recurring services and preapproved payments.

11.3. The Company may no longer debit the account after termination of the Agreement.

11.4. The Company and Swisscard may block or cause the BTA to be blocked at any time without having to give any reasons.

12. Credit Balances of the Company

12.1. Swisscard may transfer all or part of credit balances:

a. to another one of the Company's accounts with outstanding payments;

b. to the bank account/postal account indicated by the Company;

without giving prior notice or stating any reasons.

12.2. If the Company has not provided Swisscard with valid account information, then Swisscard may send the credit balance to the Company with discharging effect

a. in the form of a check or by some other appropriate means, to the Company's last-known address. All expenses associated with issuing and cashing the check or other type of refund may be charged to the Company by Swisscard; or

b. to a bank account/postal account known to Swisscard by reason of an earlier payment.

12.3. In case of credit balances on closed card accounts, Swisscard may, as an alternative to 12.1:

a. transfer the credit balance to any other of the Company's accounts at Swisscard; or

b. ask the Company to specify the account details for the refund. If the Company fails to react within the grace period despite being reminded twice, Swisscard may, as a final option, donate the credit balance to an officially recognized and certified charity organization in Switzerland. A donation is excluded in the case of contactless or dormant card accounts (see 12.4).

12.4. In the case of contactless or dormant accounts having a credit balance, Swisscard can continue debiting such Fees and expenses as are usually charged, e.g. the (annual) account-management fee and address enquiry fee. Moreover, Swisscard may also debit its expenses for the special treatment and monitoring of dormant accounts. If such fees and expenses exceed the existing credit balance, the account may be closed out, resulting in termination of the BTA Agreement.

12.5. Credit balances are non-interest-bearing.

13. Transfer of the BTA Agreement and Assignment of Rights, Obligations and Claims

Swisscard may transfer and assign (or offer to transfer and assign) claims under the BTA Agreement, rights and obligations thereunder or the BTA Agreement as a whole to third parties in Switzerland or abroad (such as financing companies in the context of securitization of receivables or other refinancing transactions, or payment collection companies). The right of transfer and assignment includes the right of re-transfer and reassignment in Switzerland and abroad.

14. Data Protection

14.1. Swisscard performs the following data processing, in particular:

a. Swisscard processes personal data and other information of the Company (**"Data"**) for purposes of application checks and processing of the BTA Agreement and the related Secondary and Additional Benefits, of risk management (e.g. credit assessment), for security purposes (e.g. fraud prevention and IT security), for compliance with regulatory provisions (e.g. combating money-laundering and terrorist financing), for test purposes and in accordance with 15.1 (b) below.

b. Swisscard processes Data for market research and marketing purposes, particularly to improve and develop cards, accounts as well as Secondary and Additional Benefits from Swisscard or from third parties. Swisscard may send the Company its own offers and those of third parties, including third-party offers unrelated to the card (e.g. financial services such as non-card-linked insurance), including by electronic means (see 15.3 (c)). The Company may waive offers under this clause 14.1 (b) at any time, in writing, by telephone or any other manner stipulated by Swisscard. Such a waiver may generally be made for all – physically or electronically transmitted – offers or only for offers transmitted to the Electronic Address (total waiver or waiver at least specifically of special advertising actions, newsletters, communication channels, etc.).

c. For the purposes of 14.1 (a) and 14.1 (b), Swisscard may create or evaluate profiles to analyze or forecast interests and behavior and thus all Data such as Card information and Data concerning Transactions and Secondary or Additional Benefits (e.g., bonus or loyalty programs), possibly in combination with further data from other sources.

d. Swisscard may exchange Data with third parties to the extent necessary to check the applications and process the BTA Agreement (including related Secondary or Additional Benefits). The Company hereby consents to Swisscard retrieving information about it from the Central Office for Credit Information ("ZEK") and reporting to the ZEK any serious payment arrears or misuse of the card by the Company or by persons for whom the Company is accountable. The ZEK may provide its members with such Data regarding a credit, leasing or other agreement with the Company.

e. Swisscard may make certain decisions via automation.

14.2. Whenever the Company transmits third-party Data to Swisscard (e.g. in the application), Swisscard assumes that the Company is authorized to do so and that such Data is correct. The Company shall inform such third parties of the processing of their Data by Swisscard.

14.3. Swisscard, the Company and the Travel Provider may exchange all information about use of the BTA and view the individual BTA transactions. At the Company's request, Swisscard may transmit such Data to the Company's affiliated enterprises (e.g. group companies), or other service providers of the Company in Switzerland and abroad. This information may also be exchanged electronically (e.g. via email). The Company shall inform the Travel Provider, Users and other third parties about the processing of their data in connection with the BTA.

14.4. Further information about data processing is available in the Privacy Policy, the latest version of which can be viewed at www.swisscard.ch/dataprotection or requested from Swisscard.

14.5. Third parties may obtain knowledge of Data through Swisscard's data processing in accordance with these GTC and, where applicable, with the Product and Service Conditions and Privacy Policy. To that extent, the Company hereby releases Swisscard from non-disclosure obligations.

15. Customer Service and Communications

15.1. The Company may contact Swisscard using the telephone number and postal address communicated by Swisscard.

Where expressly provided by Swisscard, the Company and Swisscard may also make use of electronic means of communication (e.g. communications using the email address under 15.3; **"Electronic Communication"** or **"Electronic Means of Communication"**). Swisscard reserves the right to refrain from processing requests for which Electronic Means of Communication are not provided for. Swisscard may impose a separate authorization process for use of Electronic Means of Communication for the modification of contract-related data (e.g. changes of address) or for the exchange of sensitive information or else decline to use Electronic Communication, particularly in the case of persons domiciled abroad or in the case of a foreign address.

15.2. Notifications by Swisscard to the Company's most recently indicated delivery address (physical postal address) or to the most recently indicated Electronic Address (see 15.3) shall be deemed to have been delivered to the Company. For notifications sent to the Electronic Address, the delivery date shall be deemed to be the date of dispatch; for notifications sent by post, the delivery date shall be deemed to be the expected date of receipt at the physical postal address, taking the transport time into account. Unless provided otherwise in these GTC or in the Product and Service Conditions, time limits triggered by delivery shall begin to run on the delivery date and the legal consequences mentioned in the notification by Swisscard shall apply (e.g. approval of modified provisions of the BTA Agreement).

15.3. By disclosing email addresses or mobile telephone numbers ("Electronic Address"), the Company consents to being contacted by Swisscard by email and/or mobile telephone (e.g. SMS, MMS or a voice call), particularly for the transmission of:

a. important and/or urgent messages, e.g. warnings about cases of fraud, notice of exceeding the Limits, requests to make contact, and messages concerning changes to BTA Agreement provisions;

b. customer relationship information, e.g. notices of messages, information about Secondary and Additional Benefits, payment reminders or information about the BTA Agreement;

c. offers within the meaning of 14.1 (b) below and references to the benefits of using the BTA (to opt out of product advertisements (see 14.1 (b));

d. confirmation or activation codes (e.g. mTANs) used as Means of Identification.

Where expressly provided by Swisscard, the Company may respond using the same communication channel (e.g. replies by SMS to questions concerning warnings about cases of fraud). If the Company does not want to receive any communications from Swisscard by email or mobile telephone, it must instruct Swisscard to delete the relevant contact information. Electronic Addresses may be used by Swisscard for all of the Company's agreements related to private or corporate customers.

15.4. In the case of Electronic Communication, data is transported over publicly accessible open networks (e.g. the Internet or mobile networks). During Electronic Communication, data is transported over publicly available networks (e.g. Internet or mobile radio networks), sometimes unencrypted (e.g. SMS messages) and across borders (even if both the sender and receiver are located in Switzerland), and with the involvement of Third-Party Service Providers (e.g. network operators, Device manufacturers, operators of operating systems for Devices of platforms for downloading apps). During Electronic Communication, unauthorized third parties may possibly view, alter, delete and/or misuse data without being noticed. In particular, the following risks exist:

a. inferences about the existence of a past, present or future business relationship;

b. simulation or tampering with the sender's identity;

c. gaining access to Terminal Devices, tampering with Terminal Devices and misuse of Means of Identification by third parties;

d. proliferation of malware (e.g. viruses) and other malfunctions on the Terminal Device, preventing Electronic Communication with Swisscard (e.g. use of Online Services);

e. facilitating unauthorized access through carelessness (e.g. regarding security precautions of the Terminal Device) or lack of system expertise.

Electronic Means of Communication may be interrupted or blocked by Swisscard at any time for some or all customers in connection with certain services, particularly when there is reason to fear abuse. By disclosing its email address or mobile telephone number and using Electronic Means of Communication, the Company accepts the related risks and any additional terms of use involved. To reduce such risks as far as possible, the Company shall fulfill, in particular, the duties of care mentioned in 9.2 (b) when using Electronic Means of Communication.

15.5. The Company hereby acknowledges that Swisscard has the right to record and store conversations and other forms of communication with the Company for purposes of proof, quality assurance and training.

15.6. The provisions of this clause 15 also apply to the Travel Provider mutatis mutandis.

16. Changes to the GTC and BTA Agreement

16.1. The present GTC shall supersede the previously applicable GTC for the BTA as from October 1, 2023.

16.2. Swisscard may change the present GTC or other provisions of the BTA Agreement (including Product and Service Conditions) at any time and notify the Company thereof. The Company shall be deemed to accept such changes unless it terminates the BTA Agreement by the deadline specified in the notice of change. By using the BTA after the effective date of the change, the Company confirms that it is aware of and accepts the modified provisions of the BTA Agreement. To the extent expressly provided for by Swisscard, the Company may also use Electronic Means of Communication to consent to the modified provisions of the BTA Agreement.

17. Applicable Law and Jurisdiction, Place of Performance and Debt Enforcement in Connection with the BTA Agreement (Including Product and Service Conditions)

17.1. The contractual relationship between the Company and Swisscard shall be governed by Swiss law, excluding conflict-of-laws provisions and international treaties.

17.2. The place of performance and venue shall be the registered office of Swisscard. Notwithstanding the foregoing, Swisscard may also assert its right before any other competent authorities or courts. This shall be without prejudice to the binding provisions of Swiss law.

Version of 10/2023

LSV+ - IDENT	A	M	E	0	2

Issued by
Swisscard AECS GmbH

Zahlungsempfänger / Bénéficiaire / Beneficiario / Beneficiary

Swisscard AECS GmbH
Neugasse 18
Postfach
8810 Horgen

Kunde / Client / Cliente / Customer

Rechnungskonto od. Kartennummer / Compte de facturation ou numéro de carte / Conto di fatturazione o numero di carta / Billing account or card number

(Befindet sich auf Ihrer Monatsrechnung. / Figure sur le décompte mensuel. / Indicato sul conteggio mensile. / Can be found on the monthly statement.)

Belastungsermächtigung mit Widerspruchsrecht

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

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

Jede Belastung meines Kontos wird mir avisiert.

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

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

Autorisation de débit avec droit de contestation

Par la présente, j'autorise ma banque, sous réserve de révocation, à débiter mon compte des recouvrements directs **en CHF** émis par le bénéficiaire ci-dessus.

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

Chaque débit sur mon compte me sera avisé.

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

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

Autorizzazione di addebito con diritto di contestazione

Con la presente autorizzo la mia banca, con riserva di revoca, ad addebitare sul mio conto gli avvisi di addebito **in CHF** emessi dal summenzionato beneficiario.

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

Ogni addebito sul mio conto mi sarà notificato mediante avviso.

L'importo addebitato mi sarà riaccreditato se in forma vincolante lo contesterò alla mia banca entro 30 giorni dalla ricezione dell'avviso.

Autorizzo la mia banca ad informare il beneficiario, in Svizzera o all'estero, del contenuto della presente autorizzazione di addebito nonché sulla sua eventuale successiva revoca in qualsiasi modo essa lo ritenga opportuno.

Debit authorization with right of objection

I hereby authorize my bank to deduct debits **in CHF** from the above-listed beneficiary directly from my account until this authorization is revoked.

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

I will be notified of each debit to my account.

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

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

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

PLZ und Ort / NPA et lieu / NPA e luogo / Zip code and town

IBAN
oder / ou / o / or

Bankkonto-Nr. / N° de compte bancaire / N. di conto bancario / Bank account no.

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

Ort und Datum / Lieu et date / Luogo e data / Place and date

Unterschrift / Signature / Firma / Signature

! Bitte Formular ausfüllen und von Ihrer Bank visieren lassen / Veuillez remplir le formulaire et le faire viser par votre banque / Si prega di compilare il modulo e di farlo vistare dalla propria banca / Please complete the form and have it signed off by your bank.

Berichtigung / Rectification / Rettifica / Rectification

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

BC-Nr./No.CB: IBAN:

Datum / Date / Data / Date

Stempel und Visum der Bank / Timbre et visa de la banque / Timbro e firma della banca / Stamp and approval of bank

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