

# APPLICATION FOR AN AMERICAN EXPRESS® VPAYMENT ACCOUNT (VPA)

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

### 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 vPayment Account in CHF: \_\_\_\_\_

Expected number of cards: \_\_\_\_\_

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

The vPayment Account 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 – BILLING/PAYMENT TYPE

Billing:      Payment type::

- Approx. middle of the month    Payment slip
- Approx. end of the month    DD ((Please fill out the enclosed form and submit it to us through your bank.))

## 5 – 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 6 – Additional services
- Authority or non-profit company (also association, foundation)  
 → Continue to Section 6 – Additional services
- Unregistered partnership (does not apply to Ltd. and not to stock corporation)  
 → Continue to Section 6 – Additional services
- Bank or another financial intermediary  
 → Continue to Section 6 – Additional services
- Non-operating foundation, trust or similar association of persons or asset structures  
 → Continue to Section 6 – Additional services
- Non-operational company (domiciliary company)  
 → Continue to Section 6 – Additional services
- Sole proprietorship  
 → Continue to the „Identification of the beneficial owner“ form. This form can be downloaded from [www.swisscard.ch/business-clients](http://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**.



## 5 – IDENTIFICATION OF THE CONTROLLER – CONTINUED

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

**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 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 intentionally enter wrong information into this paragraph (art. 251 of the Swiss penal code).

## 6 – 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.

### Billing Support Files (BSF):

You also have the possibility to order electronic files – Billing Support Files (BSF). If you wish, your account manager will contact you to discuss the details with you.

- Would you like BSF?  Yes  No

### 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:

If you want to be represented by a third party to make the use and management of the vPayment Account easier for the company, please check „Yes“ below. If you wish, your account manager will contact you to discuss the details with you.

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



## 7 – THE APPLYING COMPANY’S POWERS 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 vPayment Account is held (new MCA to be opened or already existing) and all current and future vPayment 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 vPayment Account in the American Express Corporate Card hierarchy and includes one or more of the applying company’s vPayment 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 vPayment Account applied for.

## 7.1 – INFORMATION ON THE COMPANY’S AUTHORIZED REPRESENTATIVES

### IMPORTANT:

It is recommended that at least two company authorized representatives are nominated as administrators so that access to the vPayment Account is guaranteed in the event of absences.

Power of attorney applies:

- Für den mit diesem Antragsformular **beantragte vPayment Account**
- Zusätzlich für das **MCA**, unter welchem der beantragte vPayment Account geführt wird (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<sup>1</sup>

Email<sup>1</sup>

Power of attorney for:

- Access as administrator**  
(Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts)  
Administrators are required to provide their email address.

### IMPORTANT:

- When they register and log in for the first time, the administrator is required to enter an alphanumerical code («verification word») which they can define themselves.
- The verification word must be kept secure by the administrator.

Please define a verification word here:

(6 characters, a combination of numbers and letters is required.)

- Invoice distribution**  
Recipient of the monthly statement

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 12) and the «Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts» (can be viewed at [www.swisscard.ch/en/legal-conditions-and-information](http://www.swisscard.ch/en/legal-conditions-and-information) or requested from Swisscard).

Signature Company authorized representative 1

<sup>1</sup> 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 vPayment Accounts). Exchanging information and placing orders by email is only permitted to a limited extent (see § 3.2 in Section 12 – Terms and Conditions of powers of attorney).



## 7.1 – INFORMATION ON THE COMPANY'S AUTHORIZED REPRESENTATIVES – CONTINUED

### 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<sup>1</sup>

Email<sup>1</sup> \_\_\_\_\_

Power of attorney for:

- Access as administrator**  
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IMPORTANT:

- When they register and log in for the first time, the administrator is required to enter an alphanumeric code («verification word») which they can define themselves.
- The verification word must be kept secure by the administrator.

Please define a verification word here:

\_\_\_\_\_  
(6 characters, a combination of numbers and letters is required.)

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\_\_\_\_\_

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<sup>1</sup>

Email<sup>1</sup> \_\_\_\_\_

Power of attorney for:

- Access as administrator**  
(Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts)  
Administrators are required to provide their email address.

IMPORTANT:

- When they register and log in for the first time, the administrator is required to enter an alphanumeric code («verification word») which they can define themselves.
- The verification word must be kept secure by the administrator.

Please define a verification word here:

\_\_\_\_\_  
(6 characters, a combination of numbers and letters is required.)

- Invoice distribution**  
Recipient of the monthly statement

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 12) and the «Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts» (can be viewed at [www.swisscard.ch/en/legal-conditions-and-information](http://www.swisscard.ch/en/legal-conditions-and-information) or requested from Swisscard).

\_\_\_\_\_

Signature Company authorized representative 3

<sup>1</sup> 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 vPayment Accounts). Exchanging information and placing orders by email is only permitted to a limited extent (see § 3.2 in Section 12 – Terms and Conditions of powers of attorney).



## 7.1 – INFORMATION ON THE COMPANY'S AUTHORIZED REPRESENTATIVES – CONTINUED

### 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<sup>1</sup>

\_\_\_\_\_  
Email<sup>1</sup>

Power of attorney for:

- Access as administrator**  
(Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts)  
Administrators are required to provide their email address.

**IMPORTANT:**

- When they register and log in for the first time, the administrator is required to enter an alphanumeric code («verification word») which they can define themselves.
- The verification word must be kept secure by the administrator.

Please define a verification word here:

\_\_\_\_\_  
(6 characters, a combination of numbers and letters is required.)

- Invoice distribution**  
Recipient of the monthly statement

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 12) and the «Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts» (can be viewed at [www.swisscard.ch/en/legal-conditions-and-information](http://www.swisscard.ch/en/legal-conditions-and-information) or requested from Swisscard).

\_\_\_\_\_

Signature Company authorized representative 4

### 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<sup>1</sup>

\_\_\_\_\_  
Email<sup>1</sup>

Power of attorney for:

- Access as administrator**  
(Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts)  
Administrators are required to provide their email address.

**IMPORTANT:**

- When they register and log in for the first time, the administrator is required to enter an alphanumeric code («verification word») which they can define themselves.
- The verification word must be kept secure by the administrator.

Please define a verification word here:

\_\_\_\_\_  
(6 characters, a combination of numbers and letters is required.)

- Invoice distribution**  
Recipient of the monthly statement

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 12) and the «Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts» (can be viewed at [www.swisscard.ch/en/legal-conditions-and-information](http://www.swisscard.ch/en/legal-conditions-and-information) or requested from Swisscard).

\_\_\_\_\_

Signature Company authorized representative 5

## 7.2 – 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 12 – 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 is opened, even if the information for the authorized representative(s) is incomplete.

<sup>1</sup> 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 vPayment Accounts). Exchanging information and placing orders by email is only permitted to a limited extent (see § 3.2 in Section 12 – Terms and Conditions of powers of attorney).



## 8 – TABLE OF FEES

	American Express vPayment Account
Annual fee*	CHF 300
Interest from statement date	15%
Payment reminder fee	CHF 20
Handling fee for foreign currency transactions	max. 2%

\* This shall be without prejudice to any other annual fees agreed with the issuer under special promotions.

## 9 – 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 vPayment Account to verify the above information at any time, including with third parties, and to reject this application without stating any reasons. vPayment 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](http://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 vPayment. 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 vPayment and virtual cards.**

**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](http://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. The Company authorizes both **Swisscard** and **Credit Suisse AG (including other companies belonging to the Credit Suisse Group domiciled in Switzerland, hereinafter “Credit Suisse”)** to exchange information relating to the Company for the following processing purposes, insofar as necessary: compliance with supervisory provisions and conditions, with provisions and conditions to combat money laundering and terrorism financing, including the clarification of related legal and reputation risks within the meaning of the AMLO-FINMA, national or international sanctions, or other legal or regulatory provisions and conditions or internal compliance regulations.

**The Company releases both Swisscard from confidentiality obligations to the extent described above and Credit Suisse from banking secrecy and other confidentiality obligations to the extent described above.** This authorization does not lapse upon liquidation or bankruptcy of the Company.

## 10 – 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 vPayment Accounts (Section 13), 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 8).**

**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).**

**2st 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).**



## 11 – 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 5 – 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?  
You can find more information on the authenticated copy of identification documents at [www.swisscard.ch/aml](http://www.swisscard.ch/aml).  
Tip: The certified copy of identification document can also be created easily and free of charge using video identification ([www.swisscard.ch/aml](http://www.swisscard.ch/aml)).
- Have you ensured that the authorized representatives know the verification word and keep it secure (is a mandatory requirement when registering for the first time)?



**Sign and send with the required copies of the identification documents (see Section 10) 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.



### 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<sup>1</sup>
- 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.<sup>2</sup>

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](http://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

<sup>1</sup> 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.

<sup>2</sup> The prerequisite is that nothing can change in the card account information other than the basic account number related to the card account.



### 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

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- master control accounts (including the basic account and card agreements managed thereunder and application procedures).

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- to communicate changes in the company name<sup>1</sup>
- 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.<sup>2</sup>

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](http://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.

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<sup>1</sup> 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.

<sup>2</sup> The prerequisite is that nothing can change in the card account information other than the basic account number related to the card account.

American Express vPayment is a virtual payment solution through which virtual cards are assigned to transactions. The Company can set certain parameters such as the payment amount, allowed period and transaction details to monitor expenses and facilitate reconciliation processes with accounting systems. These General Terms and Conditions for Swisscard AECS GmbH American Express vPayment Accounts (“**GTC**”) regulate the legal relationship between the company (“**Company**”) and Swisscard AECS GmbH (“**Swisscard**”) regarding vPayment Accounts issued by Swisscard (“**vPayment**”). 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 vPayment that companies, Administrators and third parties perform or cause to be performed (see 4.1 – 4.3), particularly regarding transactions (see 4.6) and dealing with means of identification (see 5).

1.2. Any Secondary and Additional Benefits regarding vPayment 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 vPayment Agreement

2.1. The agreement between the Company and Swisscard (“**vPayment Agreement**”) shall be formed upon Swisscard’s acceptance of the Company’s application for vPayment. For the use of vPayment, Swisscard shall open a non-transferable funding account in the name of the Company (hereinafter “**Account**”). Swisscard may reject applications without stating any reasons.

## 3. Secondary and Additional Benefits regarding vPayment

3.1. vPayment may be associated with secondary and additional benefits (“**Secondary and Additional Benefits**”) that are either an integral part of vPayment or available as options.

3.2. The Secondary and Additional Benefits are provided by

- Swisscard, based on the relevant Product and Service Conditions, or
- 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 vPayment Agreement. Swisscard is also entitled to terminate Secondary and Additional Benefits at any time.

## 4. Use of vPayment and Transaction Approval

4.1. The Company shall appoint employees that represent the Company vis-à-vis Swisscard with respect to vPayment (“**Administrators**”).

4.2. Swisscard shall set up one personal vPayment user account per Administrator.

4.3. The Company authorizes the Administrators,

- to generate virtual cards in their vPayment user account (consisting of a Virtual Account Number (“**VAN**”), expiry date and card security code [CVC/CVV]; hereinafter “**Virtual Card**”) and to configure their possible uses (e.g. limit, validity period, etc.);
- to use Virtual Cards themselves as a means of payment, or to provide third parties (“**Users**”) with Virtual Cards as a means of payment;
- to set up vPayment user accounts for third parties and assign them administrator functions in vPayment;
- to manage, change or delete Virtual Cards and user accounts;
- to use all further functions available in vPayment.

4.4. In addition, the Company may ask Swisscard to allow a third-party provider (“**Third-Party Provider**”) to use vPayment via an interface. In that case, the Third-Party Provider will act exclusively in the name and on behalf of the Company. Swisscard may deny the Third-Party Provider access to vPayment at any time without stating any reasons, in which case the Company must be informed thereof without delay.

The Company shall indemnify and hold Swisscard harmless from any claims by the Third-Party Provider.

4.5. Swisscard may adjust or restrict the operation of vPayment and the functionalities available for the Company at any time without stating any reasons.

4.6. The Virtual Cards shall be used for the account of the Company. There is no contractual relationship between the User and Swisscard with respect to the Virtual Card. The Company shall acknowledge all:

- transactions performed with the Virtual Cards in which the VAN, expiry date and/or card security code (CVC/CVV) were 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;
- fees, interest charges and other expenses invoiced in connection with the Virtual Cards and the Account;
- claims and receivables resulting from items (a) and (b) above.

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

4.8. vPayment shall not be used for purposes prohibited by law or by the contract.

4.9. The Company hereby acknowledges that using vPayment outside Switzerland may violate foreign law and infringe import/export bans on encryption algorithms. The Company itself will be responsible for determining whether it may use vPayment lawfully in a certain manner and, if in doubt, will refrain from such use. Swisscard disclaims all liability in that respect.

## 5. Means of Identification

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

- the personal login data of the Administrators in order to log into vPayment (user ID, password, etc.);
- the necessary information to connect Third-Party Providers;
- the VAN as well as the expiry date and the card security code (CVC/CVV);
- any further elements that Swisscard provides to or agrees upon with the Company for identification purposes.

5.2. Anyone who uses Means of Identification to gain access to vPayment or to use Virtual Cards 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 it only within the limits of its financial possibilities. The Company shall ensure that third parties use Virtual Cards only within that framework and in compliance with the Limit.

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

- 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).
- 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 vPayment Agreement, the use of Virtual Cards and, in general, the legal relationship concerning vPayment 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 vPayment 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](http://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 charges a Fee for transactions performed in foreign currency or abroad.

7.3. The acceptance point may offer to perform a transaction in the account currency instead of in the national currency of the acceptance point (e.g. online transactions on Swiss websites of foreign-domiciled acceptance points). In that case, the Company shall accept the conversion rate set by a third party (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 vPayment 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, meaning receipt of payment by Swisscard.

## 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 Virtual Cards may be misused through unauthorized access to vPayment. Whenever vPayment or Virtual Cards are used, Terminal Devices (e.g. mobile telephone, watch, tablet, computer; hereinafter “**Terminal Devices**”) of the Company 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 access to vPayment without authorization and the misuse of Virtual Cards. 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:

- take all necessary and appropriate measures to prevent unauthorized access to vPayment and/or Virtual Cards and shall maintain such measures in effect;
- perform the duties of care regarding Means of Identification and Terminal Devices by:
  - 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 log out of vPayment and other online services of Swisscard or third parties and delete the history data before leaving the Terminal Device. 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 a firewall 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 loss, theft or misuse of the Means of Identification and/or Virtual Cards, even if only suspected, and delete the Virtual Cards in question from vPayment. 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 Virtual Card 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](http://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 vPayment 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 Administrators and Third-Party Providers are selected, instructed and monitored carefully;
  - h. assign reasonable Limits to Virtual Cards;
  - i. protect the Virtual Cards against unauthorized access and provide them to authorized third parties only via secured channels or within vPayment using the "American Express Encrypted Email" function;
  - j. know, at all times, who has access to the Means of Identification and Virtual Cards, and document who uses Virtual Cards for which transactions, and provide such documentation to Swisscard immediately on first demand;
  - k. monitor how vPayment is used and Virtual Cards are deployed in the vPayment user accounts;
  - l. inform Swisscard without delay if the Administrators and Third-Party Providers are no longer allowed to access vPayment, and delete the vPayment user accounts in question and all the related Virtual Cards;
  - m. give binding instructions to Administrators, Third-Party Providers and others who have access to vPayment and can use Virtual Cards to cease using vPayment and/or Virtual Cards 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);
  - n. where vPayment is blocked/cancelled, notify acceptance points at which vPayment has been specified as a means of payment for recurring services that vPayment has been blocked and/or cancelled have been blocked/canceled;
  - o. secure the information in accordance with 14.3.

9.3. The Company shall require the Administrators, Users, Third-Party Providers and all others to whom it has granted authorization to use vPayment or Virtual Cards 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 the liabilities arising out of the use of vPayment and Virtual Cards. In particular, the Company shall pay for all transactions, Fees and interest and further expenses, e.g., for the collection of overdue receivables. The Company is liable for authorized agents, Users, Third-Party Providers and other third parties who identify themselves to Swisscard using Means of Identification.

10.2. Swisscard declines all responsibility for transactions performed using Virtual Cards. The Company shall resolve all discrepancies, differences of opinion or disputes concerning goods or services and associated claims (e.g. related to defects, late or failed delivery) directly and exclusively with the point(s) of acceptance in question. Irrespective of the foregoing, the monthly statement shall be paid in a timely manner. In case of returns of goods, the Company shall require the acceptance points to provide written confirmation of credit entries or cancellations.

10.3. The Company shall be held accountable for the conduct of Administrators, Third-Party Providers and others who use vPayment or Virtual Cards. 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 vPayment or Virtual Cards were used or when such cards are temporarily or permanently unusable. In particular, the Company hereby declines any liability for loss or damage:

- a. that occurs because vPayment or Virtual Cards are used improperly (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 vPayment or a virtual card, e.g. whenever acceptance points do not accept the card, a transaction cannot be performed because vPayment or the Virtual Card 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 vPayment;
- d. that arises because Virtual Cards or Means of Identification are sent (or forwarded) to or by the Company, Administrators, Third-Party Providers or other third parties;
- e. in connection with offers or benefits provided by third parties (e.g. partner offers);
- f. in connection with any Secondary or Additional benefits regarding vPayment;
- g. that arise because Electronic Means of Communication are used. Swisscard particularly assumes no responsibility for Terminal Devices that are used for vPayment or Virtual Cards, 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 vPayment

11.1. The Company and Swisscard may terminate the vPayment 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 vPayment 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 vPayment 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 vPayment 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:

- a. in the form of a check or by some other appropriate means, to the Company's last-known address, with discharging effect. 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 Clause 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 vPayment Agreement.

12.5. Credit balances are non-interest-bearing.

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

Swisscard may transfer and assign (or offer to transfer and assign) claims under the vPayment Agreement, rights and obligations thereunder or the vPayment 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 vPayment 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 vPayment 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 and the Company may exchange all information about the use of vPayment or Virtual Cards and view the individual transactions of the Virtual Cards. At the Company's request, Swisscard may transmit such Data to the Company's affiliated enterprises (e.g. group companies), Third-Party Providers or service providers of the Company in Switzerland and abroad. This information may also be exchanged electronically (e.g. via email). The Company shall inform Administrators, Users and other third parties about the processing of their data in connection with vPayment.

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](http://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 no Electronic Means of Communication are provided. 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 vPayment Agreement).

15.3. By disclosing its email address or mobile telephone number ("**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 vPayment Agreement provisions;
- b. customer relationship information, e.g. notices of messages, information about Secondary and Additional Benefits, payment reminders or information about the vPayment Agreement;
- c. offers within the meaning of (14.1 (b)) below and references to the benefits of using vPayment (to opt out of product advertisement: 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 fraud alerts). 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 Administrators *mutatis mutandis*.

### 16. Changes to the GTC and vPayment Agreement

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

16.2. Swisscard may change the present GTC or other provisions of the vPayment 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 vPayment Agreement by the deadline specified in the notice of change. By using vPayment after the effective date of the change, the Company confirms that it is aware of and accepts the modified provisions of the vPayment 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 vPayment Agreement.

### 17. Applicable Law and Jurisdiction, Place of Performance and Debt Enforcement in Connection with the vPayment 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.

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