

Power of attorney for Travel & Lifestyle Services Corporate Platinum Card



Issued by
Swisscard AECS GmbH

This power of attorney form regulates

- the authorizing of a person («Authorized Person») to comprehensively represent the cardholder («Authorizing Person») to book trips, hotels, events, etc. and redeem and transfer Membership Rewards points within the Travel and Lifestyle Services,
- the authorizing of the issuer, to charge all costs and fees to the Authorizing Person's card and/or deduct Membership Rewards points in this context,
- the company's agreement.

1 AUTHORIZING PERSON

Form of address Mr. Ms. Title _____

Last name _____

First name _____

Date of birth | | | M | | | D | | | | | Y

Phone _____

Address of residence _____

Street/No. _____

Zip code/Town | | | | | | | _____

Country _____

Corporate Platinum Card in my name with the following card number (the last four digits)

3758 9XXXXX | | | |

This power of attorney applies exclusively to the aforementioned card in my name as well as any subsequent cards that are issued to the same card account (e.g. replacement cards).

➔ Please enclose a copy of ID documents (front and back).

2 AUTHORIZED PERSON

Form of address Mr. Ms. Title _____

Last name _____

First name _____

Nationality _____

Date of birth | | | M | | | D | | | | | Y

Phone _____

Relationship to Authorizing Person _____

Address of residence _____

Street/No. _____

Zip code/Town | | | | | | | _____

Country _____

➔ Please enclose a copy of ID documents (front and back).

3 POWER OF ATTORNEY CONDITIONS

The Authorizing Person is the owner of an American Express Corporate Platinum Card issued by Swisscard AECS GmbH (subsequently «Card»). The **Authorizing Person shall hereby authorize the Authorized Person** to comprehensively represent them in dealings with Swisscard AECS GmbH and Ten Lifestyle Management Switzerland GmbH (subsequently «Ten Lifestyle Management»), which is commissioned with providing Travel & Lifestyle Services, (Swisscard AECS GmbH and Ten Lifestyle Management subsequently together «Issuer») **within the scope of their rights and obligations in accordance with the valid terms and conditions for Travel & Lifestyle Services (link conditions)** until revoked in writing. This power of representation shall extend to **all services, whether liable to costs or not**, which can be taken advantage of today or in the future **through the Travel & Lifestyle Service**, including the booking of travel, hotels, events and restaurants (subsequently «T&L Services») as well as the **redeeming and transferring of the Authorizing Person's Membership Rewards points**. The Issuer is authorized to **charge all costs related to T&L Services ordered by the Authorized Person** (e.g. costs for flights, including duties or taxes) as well as any due Issuer fees **to the card and/or deduct the Authorized Person's Membership Rewards points**. Actions regarding the card relationship (e.g. complaints about transactions, change of address) are not included in this power of attorney. However, the Authorizing Person is aware that the Issuer and Authorized Person can/must exchange information with each other regarding the Authorizing Person's card relationship as part of this power of attorney. If this is the case, the Authorizing Person shall release the Issuer and Authorized Person mutually from any confidentiality obligations and authorizes them to exchange information. This power of attorney will remain in force even in the event of the Authorizing Person's incapacity to act, declaration as a missing person or death. **The Authorizing Person shall be liable to the Issuer for any actions or omissions on the part of the Authorized Person. In particular, the Authorizing Person shall be liable to the Issuer for all liabilities accumulated under this power of attorney. The Authorized Person shall recognize any person who identifies themselves to the Issuer in accordance with the security code below or using the communicated email address as duly authorized.** The Authorizing Person and Authorized Person are responsible for the careful use of the security code and the communicated email address. Any legal claims from or in relation to this power of attorney must be made by the Authorizing Person directly and solely against the Authorized Person; the **Issuer's liability is explicitly excluded**. The Authorizing Person's claim for the return of the certificate of power of attorney is not valid according to Article 36 of the Swiss Code of Obligations (CO). **The choice of law and court of jurisdiction are based on the conditions for Travel & Lifestyle Services.**

4 SECURITY-CODE

We require a six-digit combination for the security code to be able to guarantee identification of the Authorized Person with phone and written inquiries. (The security code can of course be changed by the Authorizing Person at any time with a new power of attorney form or in writing by letter.) **Please note that the security code must not be provided with email inquiries and this is not checked by the Issuer.**

Security code (combination of numbers and/or letters possible)

| | | | | |

5 EMAIL AUTHORIZATION

Acknowledging the power of attorney conditions according to section 3 above and the following listed risks, **by specifying the corresponding email address** the Authorizing Person shall authorize the Issuer to receive orders for T&L Services from the specified email address by email and send information related to the T&L Services to this email address **without checking the security code or checking the sender's identity in any other way.**

Please note that an email address is mandatory as offers and confirmations are sent to this address.

The Authorizing Person is aware that the following risks specifically exist with the electronic exchange of information:

- The information is sent unencrypted via a public network accessible to anyone and can basically be viewed by anyone; as a result conclusions may be drawn about a current or future card relationship or other business relationships (e.g. bank relationships).
- Information can be changed by third parties.
- The identity of the sender (email address) can be simulated or tampered with.
- The exchange of information may be delayed or interrupted as a result of transmission errors, technical faults, disconnections, malfunctions, unlawful intervention, overloading of the network, the malicious blocking of electronic access by third parties or other network operator shortcomings.

Email _____

6 SIGNATURE ON FILE

By signing this form (Signature on File) the Authorizing Person shall authorize the Issuer to **charge the Authorizing Person's card with all costs and fees** related to T&L Services, that have been ordered by them or the Authorized Person (by phone, online, by email, fax or letter). **The Authorizing Person shall waive signing a corresponding record of charge.** This authorization may be revoked at any time in writing by contacting Ten Lifestyle Management.

7 AUTHORIZING PERSON'S SIGNATURE

Place/Date

Authorizing Person's signature

8 AUTHORIZED PERSON'S SIGNATURE

Place/Date

Authorized Person's signature (signature sample)

9 COMPANY'S SIGNATURE

By signing this form the company agrees to the issuing of power of attorney in accordance with the aforementioned Terms and Conditions (sections 3 to 5) and declares that it is jointly liable for all liabilities accumulated under this power of attorney and any obligations resulting from the use of the card (including T&L Services contracted by the Authorized Person) irrespective of the internal legal relationship with the Authorizing Person.

1st legally binding signature according to the **commercial register**

Place/Date

Last name and first name (in block capitals)

Signature

→ Please enclose a copy of ID documents (front and back).

2nd legally binding signature according to the **commercial register**

Place/Date

Last name and first name (in block capitals)

Signature

→ Please enclose a copy of ID documents (front and back).

- Authorizing Person's copy of ID documents (front and back) enclosed?
- Authorized Person's copy of ID documents (front and back) enclosed?
- Copy of ID documents for company signatures (front and back) enclosed?
- Has the Authorizing Person signed the power of attorney?
- Has the Authorized Person signed the power of attorney?
- Has the company signed the power of attorney (legally binding signature according to the **commercial register**)?
- Have you specified a 6-digit security code?
- Have you specified an email address?

→ Return in the original (not a copy or fax) including copies of ID documents to:

Ten Lifestyle Management Switzerland GmbH
Bellerivestrasse 17
P.O. Box
CH-8032 Zurich

FOR INTERNAL USE

Checked and prepared by: _____

Date: _____

Initials: _____

Entry in the commercial register checked by: _____

Date: _____

Initials: _____