

AMENDMENT FORM FOR AMERICAN EXPRESS PLATINUM CARD COMPANY CLIENTS' POWER(S) OF ATTORNEY

(supplements/amends power(s) of attorney previously given)

I – COMPANY INFORMATION

Basic account

Legally binding company name (according to the commercial register excerpt, if registered) (hereinafter referred to as *the company*)

Street/no. _____

Zip code _____

City _____

Country _____

This power of attorney pertains to the following basic account/card relationship(s) (hereinafter referred to as *card relationship*) as well as to company cards (hereinafter referred to as *company cards*) of Swisscard AECS GmbH (hereinafter referred to as *issuer*) that are issued under this basic account to the company's employees (hereinafter referred to as *employees*):

Basic account no.

This power of attorney pertains to any future basic accounts of the company that are set up under the above-referenced basic accounts and to company cards issued thereunder to employees.

II – ADD NEW POWER(S) OF ATTORNEY/AMEND OR REVOKE EXISTING POWER(S) OF ATTORNEY

New Amendment (Please state here which of the existing authorized representatives the details on file should be amended for. Please complete all fields.):

Last name

First name

Date of birth

Authorized representative

Last name

First name

Country of domicile

Nationality

Date of birth

Telephone

Fax

Cell Phone

Email (Only to be provided if power attorney is being given for communication by email [Email authorization].)

Power of attorney for:

- Communication by mail and telephone (see sections III and V)
- Communication by email (Email authorization):

Checking this box allows the information to be exchanged with the authorized representative and instructions to be given by the authorized representative by email to a limited extent. Particular risks and duties of care are associated with communication by email, see also sections IV and V. The authorized representative and the company acknowledge these with their signatures.

Signature authorized representative

By signing, the company certifies that the information given above is correct and declares that it has read, understood and accepted the legal provisions for power of attorney under sections III–V.

Place/date

First name and last name of the person who is authorized to sign (in block letters)

Legally binding signature (as specified in the commercial register, founding documents or equivalent documents).

Please enclose a clearly readable copy (both sides) of proof of identity (passport, ID, Swiss driver's license) with a recognizable photo, signature and place and date of issue.


Signature

Place/date

First name and last name of the person who is authorized to sign (in block letters)

Legally binding signature (as specified in the commercial register, founding documents or equivalent documents).

Please enclose a clearly readable copy (both sides) of proof of identity (passport, ID, Swiss driver's license) with a recognizable photo, signature and place and date of issue.


Signature

Please send the fully completed and signed form, together with a copy of proof of identity, to:

Swisscard AECS GmbH, JSB, P.O. Box 227, 8810 Horgen

III – POWER OF ATTORNEY FOR COMMUNICATION BY MAIL AND TELEPHONE (SCOPE)

The company authorizes each of the above-mentioned authorized representatives to represent it individually in dealing with the issuer regarding card relationship and company cards under section I, until revoked in writing, and to make and receive written declarations in its name which are effective for it. The rights of representation of the authorized representatives communicated by the company (incl. users of the corresponding Security Code) are comprehensive.

The company authorizes the issuer to execute all orders placed by letter or telephone that are issued by

- a) one of the above-named authorized representatives or
- b) generally any person who proves his identity to the issuer through the Security Code provided by the company and communicated to the issuer in writing (hereinafter referred to as *authorized representatives*).

The issuer reserves the right to consult with or obtain a written instruction through legal representatives of the company. It may also require certified specimen signatures from the company.

IV – POWER OF ATTORNEY TO COMMUNICATE VIA EMAIL AND PLACE SELECTED ORDERS AND AUTHORIZATION TO THE ISSUER TO COMMUNICATE IN THIS WAY AND TO RECEIVE AND EXECUTE ORDERS (EMAIL AUTHORIZATION)

1. Requirements

Exchange of information with and placement of orders through authorized representatives via email are possible to a limited extent if the company has granted **individual signature authority for this under sections II–III** and if it **has granted the authorized representatives authorization to exchange information via email through the email addresses listed above and has authorized the issuer to execute orders which have these email addresses as sender** (hereinafter referred to as *Email authorization*). Electronic communication with or placement of orders via email through employees (other than the named authorized representatives) is not provided for.

2. Limited scope of the email authorization

2.1 Acceptance and processing of selected orders

The authorization includes the acceptance and execution of the following exhaustive list of orders without further identity checking if such orders are transmitted with one of the email addresses listed below as sender:

- Cancellation of individual cards upon the employee's separation from employment
- Increase of limits
- Decrease of limits
- Ordering copies of invoices (delivery by mail)
- Change of employee's address
- Changes in non contract-related cardholder data (employee ID, cost center)
- Ordering of replacement cards
- Ordering of PIN codes (delivery by mail)
- Card unblocking upon submission of evidence of payment
- Cancellation of direct debiting that is in place

The company acknowledges that the issuer expressly does not process orders placed via email to block accounts, to disburse card balances, to change company master data (e.g. name change, change of domicile) or to grant or revoke powers of attorney (incl. designation and dismissal of authorized representatives) or to delete basic accounts. This also applies if these orders have been placed via the email addresses listed above.

2.2 General exchange of information

The company further authorizes the issuer to send information on individual card relationships and company cards to the indicated email addresses (e.g. information about the invoice, warnings regarding cases of fraud) as well as information on card relationships and company cards (from the date of this authorization and also retroactively).

3. Issuance of email authorization

Being cognizant of the scope presented in section IV, point 2 above and the risks presented in section IV, point 4 below, in providing the respective email addresses and checking of the „communication by email (Email authorization)“ box, the company authorizes the issuer to send information by email to the email addresses above and to execute orders in which any of these email addresses appears as sender starting at the signing of this power of attorney.

4. Risks of exchange of information via email

The email addresses of all persons who are authorized to send or receive emails at the issuer are structured as follows:
[mailbox name]@swisscard.ch or [last name.[x.]first name]@swisscard.ch.

The company is aware that the issuer only checks the email addresses of emails received. The company is also aware that the issuer only processes the received emails during normal office hours at the Horgen site.

The company acknowledges that urgent inquiries or orders should not be sent to the issuer by email. In such a case, the authorized representatives shall instead discuss the method to be selected with the issuer by telephone. The company further acknowledges that no account information consisting of cardholder data (card numbers, name of the customer, expiration date and service code) and authentication data (magnetic strip, CAV2/CVC2/CVV2/CID and PIN) is to be transmitted to the issuer via email.

The company is aware of the **following risks when exchanging information electronically:**

- The **information is transmitted without encryption over an open network that is publicly accessible and can, in principle, be viewed by third parties, thereby allowing conclusions to be drawn about an existing or future card relationship or business relationship (e.g. banking relationship).**
- **Information can be changed by third parties.**
- The **identity of the sender (email address) can be usurped or otherwise manipulated.**
- The **exchange of information can be delayed or interrupted due to transmission errors, technical faults, interruptions, malfunctions, illegal interventions, network overload, the malicious blocking of electronic access by third parties, or other shortcomings on the part of the network provider.**

The company is further aware that **data of employees can also be involved in the electronic exchange of information.** The company acknowledges that such an exchange of information is only possible with the prior consent of the employees concerned. **The company hereby warrants that, as of the time of the signing of this power of attorney, its employees were cognizant of the risks presented here and have granted their consent to the electronic exchange of information concerning data pertaining to them.**

V – PROVISIONS FOR ALL GRANTED POWERS OF ATTORNEY

1. Duties of care

The company is responsible for the careful handling of the Security Codes and the email addresses that are associated with a power of attorney. If there is reason to fear that third parties have obtained unauthorized knowledge of an email address or a Security Code and are misusing the system, the company must immediately inform the issuer of this. And the company shall immediately inform the issuer of the separation from employment of authorized representatives or revocation of a power of attorney contingent on any other reason and shall change the Security Code and the email address(es) associated with a power of attorney.

2. Indemnification and liability

The company is liable to the issuer for all acts or omissions of the authorized representatives. The company shall defend the issuer at its own expense and risk against claims by employees or third parties for violation of their rights in association with the executed or omitted transmission of data via email and shall hold the issuer fully harmless against all claims asserted in this connection.

To the extent legally permitted, all liability of the issuer arising from or in connection with this power of attorney is excluded. The company assumes responsibility for all consequences and losses that may result from the electronic exchange of information and particularly from any misuse of the email system.

3. Issuer's right not to execute orders

If the issuer doubts the authorization for an order placed using a Security Code or an email associated with a power of attorney, it is entitled, but not obligated, to refrain from executing it.

4. Revocation and change

The company shall immediately notify the authorized representative and the issuer, in writing, of the revocation of the power attorney of an authorized representative (notification of the issuer may also occur by means of the duly signed amendment form). The issuer is entitled to process orders placed through the respective email address or from the respective authorized representatives up to 3 workdays after receipt of such notice.

If the company desires to otherwise change existing powers of attorney (e.g. changed email address) or grant new powers of attorney, it must submit a duly signed amendment form by mail. The amendment form submitted in this manner supersedes all power of attorney and amendment forms previously submitted.

The company may communicate a new Security Code to the issuer at any time in writing.

The issuer may at any time indicate changes in these provisions (including changes in the email address of Swisscard) to the company through appropriate means (also via email). The issuer reserves the right to refrain from executing orders that are placed via email or in another manner by authorized representatives without justification.

5. Entire agreement

The terms and conditions for charge and credit cards of Swisscard AECS GmbH (GTC) also apply to the electronic exchange of information and are applicable unless otherwise regulated in this power of attorney.

6. Place of jurisdiction

The exclusive place of jurisdiction shall be Horgen. The issuer also has the right to prosecute the company before any other competent court within or outside of Switzerland.