



Issued by
Swisscard AECS GmbH

POWER OF ATTORNEY FORM FOR BUSINESS TRAVEL ACCOUNT (BTA) CLIENTS INCL. BTA ONLINE

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

I – COMPANY INFORMATION

1. The applying company's details

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 (hereinafter referred to as *card relationship*) with Swisscard AECS GmbH (hereinafter referred to as *issuer*).

Basic account no.

II – INFORMATION FOR INVOICING

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

By checking this box, the company authorizes the issuer to activate BTA Online at no charge. With activation, authorized representatives designated as BTA Online administrators (see Section III) can access and manage the monthly invoices under the basic account listed above. It is recommended that **at least two BTA Online administrators are nominated**, so that the checking and payment of monthly statements are guaranteed in the event of absences.

Important information: The use of BTA Online requires the company to be registered for the online application American Express @Work.

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

By checking this box, the company declares that it wants paper statements to be sent **in addition to BTA Online**. In this case please specify a recipient for the statements in Section III. An authorized representative can cancel additional paper statements being sent at any time by phone or in writing.



III – 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
 | D | D | M | M | Y | Y | Y | Y | Date of birth

Authorized representative

Last name
 First name
 Country of domicile
 | D | D | M | M | Y | Y | Y | Y | Date of birth
 Nationality
 Telephone
 Fax
 Cell phone
 Email (required for BTA Online administrators)
 Signature authorized representative

Power of attorney for:

- Communication by mail and telephone** (see Sections IV and VI)
- Communication by email (email authorization)**
 Checking this box allows the exchange of information with the authorized representative and the placement of orders 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 V and VI. The authorized representative and the company acknowledge these with their signatures.
- Access as BTA Online administrators**
 (see Section VII, "Terms of use for BTA Online")
 Email authorization is required for BTA Online administrators. **Please also check the "Communication by email" box.**
- Sending paper statements**
 The recipient for the monthly statement, if a paper copy is requested by the company.

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

Authorized representative

Last name
 First name
 Country of domicile
 | D | D | M | M | Y | Y | Y | Y | Date of birth
 Nationality
 Telephone
 Fax
 Cell phone
 Email (required for BTA Online administrators)
 Signature authorized representative

Power of attorney for:

- Communication by mail and telephone** (see Sections IV and VI)
- Communication by email (email authorization)**
 Checking this box allows the exchange of information with the authorized representative and the placement of orders 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 V and VI. The authorized representative and the company acknowledge these with their signatures.
- Access as BTA Online administrators**
 (see Section VII, "Terms of use for BTA Online")
 Email authorization is required for BTA Online administrators. **Please also check the "Communication by email" box.**
- Sending paper statements**
 The recipient for the monthly statement, if a paper copy is requested by the company.



IV – 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 corporate 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/her 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.

V – 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 III-IV 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 above 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 cards, 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 through 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 corporate 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 corporate cards (from the date of this authorization and also retroactively).

3. Issuance of email authorization

Being cognizant of the scope presented in Section V No. 2 above and the risks presented in Section V No. 4 below, in providing the respective email addresses and checking the box "communication by email (email authorization)", the company authorizes the issuer to send information by email to the indicated email addresses and to execute orders in which any of these email addresses indicated above 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 regarding existing or future card relationships or other business relationships (such as banking relationships).**
- **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.**



VI – 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 address 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.

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 new, legally signed power of attorney form by mail. The power of attorney form submitted in this manner supersedes all power of attorney forms submitted earlier.

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.

VII – TERMS OF USE FOR BTA ONLINE

These terms of use ("**Terms of Use**") govern the use of the BTA Online service ("**BTA Online**"). They shall take precedence in the event of discrepancies with the terms for the American Express Business Travel Account ("**GTC**") of Swisscard AECS GmbH ("**Issuer**"), and shall be regarded as a special agreement in addition to the Legal Notices and the Privacy Policy, which can be found at www.americanexpress.ch and shall also take precedence in the event of any discrepancies. The Terms of Use, the Legal Notices, and the Privacy Policy may be viewed each time BTA Online is used. By accessing BTA Online, the Company confirms its understanding and acceptance of the Terms of Use, the Legal Notices, and the Privacy Policy.

1. Restrictions

BTA Online may be used only by business clients ("**Company**") who are holders of a Business Travel Account ("**BTA**") provided by the Issuer. In doing so, the Company shall be represented by one or more of its specified BTA Online administrators ("**Administrator/s**") in all rights and duties associated with the use of BTA Online. The Company, acknowledges that the use of BTA Online from abroad may violate provisions of foreign law under certain circumstances. The Company further acknowledges that import and export restrictions may exist for the encryption algorithms, which it may violate under certain circumstances if it uses BTA Online outside of Switzerland. The Company is therefore responsible for keeping informed as to whether the use of BTA Online from abroad is legal, and must refrain from such use in case of doubt. The Issuer declines any liability in this respect. The Issuer reserves the right to temporarily or permanently restrict or cease or block the operation of BTA Online at any time, in whole or in part, without prior announcement, either universally or for individual Companies.

2. Use of BTA Online

2.1 Activation as part of American Express @Work

The Company is activated by the Issuer for BTA Online. The use of BTA Online requires the Company to be registered for the online application American Express @Work ("**@Work**"). The Terms of Use for @Work apply. Anyone who uses @Work with a means of identification issued and accepted for this (user ID, password etc., "**Login Data**") is considered to be authorized to use @Work and the inclusive services, which include BTA Online.

2.2 Electronic statements

BTA Online allows the Company to decide to receive monthly statements/extracts ("**Statement/s**") electronically rather than in hard copy. The Company will be notified via email or in another suitable form as soon as a new statement is available. Electronic statements shall be regarded as delivered in any case when they are made available in @Work for the first time. The respective time limits, particularly the time limit for objections pursuant to Section 2.3 below, shall begin as of this date. The Company shall be obligated in any case to access BTA Online and check the statements at regular intervals, although at least once per month. If it is unable to fulfill this obligation, it must promptly report this circumstance to the Issuer. If the Company finds that it has not received any new statements for one month from the receipt of the last statement, even though charges have been incurred during this period or there is still an outstanding balance on the account, it must promptly notify the Issuer of this circumstance. The Issuer shall have the right to send statements exclusively or even supplementally in hard copy, without stating any reasons, to the provided postal address.

2.3 Objections to statements

Any objections by the Company regarding statements must be submitted to the Issuer in writing as soon as the Company becomes aware of an issue, and within 28 days after the time the statement is accessed in @Work. If this period expires without objection, then the statements shall be presumed to be correct.

2.4 Retention and use of statements

Because statements are retained in @Work only for a limited time, the Company is advised to save statements on its own data media or to print out hard copies of the statements as soon as they are made available. There may be a charge for delivery of hard copies of previous statements. The Company itself is responsible for the appropriate retention, of the statements. The Issuer cannot guarantee that the electronically provided statements will be recognized as evidence by domestic and foreign authorities. The Company is responsible for the use of such statements in communications with the authorities.



3. Confidentiality

The Company expressly agrees that the Issuer may communicate with it using electronic means, including the Internet, email, and SMS, within the context of use of BTA Online. It acknowledges that data transmitted through an open network such as the Internet or an email service are in principle publicly accessible. The Issuer cannot guarantee the confidentiality of messages or documents transmitted through such open networks. Third parties may access this information, and may consequently collect and use the data without the Company's consent. Under certain circumstances, third parties could therefore make conclusions regarding existing or future card relationships or other business relationships (such as banking relationships). Even if the sender and recipient are located in the same country, data transmission within such networks frequently also occurs through third countries, i.e. including countries that do not offer the same level of data protection as does the Company's country of domicile. The Company's data could be lost during transmission or could be intercepted by unauthorized third parties.

The company guarantees that its employees and any third parties who transactions are made for through the BTA are informed about data processing in accordance with these Terms of Use and makes sure that prior consent is given for this data processing.

4. Security notices and duties of care

4.1 Access to BTA Online

The Company and the Administrator/s must keep the Login Data secret, must refrain from recording them on their computers or elsewhere, even in modified form, and must take all measures necessary to prevent unauthorized use of the Login Data. The Company and the Administrator/s may not disclose the Login Data to or make them accessible by third parties or store them in any other manner that allows third parties to gain knowledge thereof. The Company shall be responsible for the security of the information on its computers. It is important that the Company work only with software from a trusted source. Each Administrator shall ensure that his computer does not remain unsupervised when it is turned on, and shall ensure that no unauthorized third parties are in a position to read information being displayed on the screen. The Company and the Administrator/s must implement appropriate security measures to minimize the risk of unauthorized access to their computers. In particular, the operating system and browser must be kept up to date at all times. The Company must also undertake all security precautions as customary and in accordance with the current state of the art for the use of public electronic networks, particularly the use of continuously updated antivirus programs and the installation of a firewall. Should the Company fear that third parties have obtained unauthorized knowledge of the Login Data, it must promptly report this to the Issuer. The Company shall bear all consequences resulting from the disclosure or use, including misuse, of its Login Data or means of identification. The Issuer shall regard all actions that occur via BTA Online with the use of the Company's Login Data and means of identification as having been performed by the Company.

4.2 Use of BTA Online as part of @Work

The Company's terminals are part of the overall system, but are outside the control of the Issuer and may become a weak point in the system. Absolute security cannot be guaranteed. Despite all security measures, therefore, the Issuer cannot assume any responsibility for the terminals. In particular, the Company acknowledges the following risks:

- Insufficient knowledge of the system and lack of security precautions on the terminal could facilitate unauthorized access (e.g. insufficient protection for data stored on the hard drive, file transfers, screen radiation, failure to log out after using BTA Online, deletion of Login Data and means of identification from data storage devices).
- The network operator (e.g. Internet, SMS provider) chosen by the Company can trace with whom the Company is in contact and when and can create a traffic profile of the Company.
- There is a risk that a third party could gain undetected access to the terminal during the use of BTA Online.
- There is a risk that viruses and other malware could be transmitted to the terminal when using a network (e.g. the Internet).

If security risks are ascertained, the Issuer reserves the right to interrupt the use of BTA Online at any time for the Company's protection until such risks are resolved. The Issuer assumes no liability for any damages incurred as the result of such an interruption.

5. Exclusion of warranty and liability

The Issuer cannot guarantee either undisrupted access at any time or uninterrupted access to BTA Online. The Issuer does not facilitate technical access to @Work and/or BTA Online. This is the Company's sole responsibility. In particular, the Company acknowledges that the Issuer does not distribute the special security software required for the use of @Work. The Issuer therefore assumes no responsibility for either network operators (e.g. Internet, SMS provider) or the required security software. The Issuer assumes no responsibility for the accuracy, precision, reliability, completeness, confidentiality, and transfer time of all electronically transmitted data.

To the extent permitted by law, the Issuer precludes all liability for any damages incurred from the use of BTA Online. This also includes in particular damages incurred by the Company as a result of transmission errors, technical defects, overload, disruptions (including system-related maintenance work), malfunctions, or illegal interventions and willful blocking of telecommunication equipment and networks, or other inadequacies on the part of the telecommunications equipment and network operators.

6. Changes to the Terms of Use

These Terms of Use may be updated or changed at any time. Any change shall be brought to the Company's attention in suitable form. The changes shall be regarded as approved in the absence of a written objection within one month from their announcement, and in any case with the next use of BTA Online. The Company warrants that it regularly reads the current version of the Terms of Use.

7. Termination

The Company and the Issuer may terminate the use of BTA Online at any time in writing by post. The right of use shall also be automatically canceled when the BTA or @Work is effectively terminated.

8. Statutory regulations

These Terms of Use shall remain subject to any statutory provisions that govern the operation and use of the telecommunications equipment and networks, and such provisions shall also apply for the use of BTA Online as soon as they come into effect.

9. Fees

BTA Online is currently available for use by the Company at no charge. The Issuer reserves the right to introduce fees at any time for the use of BTA Online or for access to specific services, or to change existing fees at any time.

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