

7 – Declaration of the applying company/applying employee – cont.

as issuer of the card(s) (hereinafter: the «Issuer») to verify this information at any time, including with third parties. We acknowledge that the Issuer reserves the right to reject this application without stating its reasons. The Issuer is authorised to send the applying company and/or its employees fraud warnings, information about exceeded limits, etc., also by electronic means. **The Company, regardless of the internal legal relationship with the Employee, is jointly and severally liable for all obligations of the Employee arising from use of the Corporate Purchasing Card.** We acknowledge that the Issuer can use other natural or legal persons at home and abroad to process the Corporate Purchasing Card and we authorize the Issuer to exchange data necessary for processing the Corporate Purchasing Card with these persons, including via electronic systems which are operated by third parties. We also acknowledge that American Express Services Europe Ltd., Brighton, United Kingdom, will be commissioned with the processing services and the daily processing of the Corporate Purchasing Card. The Employee authorizes the Company to make and accept all declarations relating to his/her card on his/her behalf. **The Issuer must be notified immediately of the resignation, retirement or discharge of the employee and all other changes relating to the Corporate Purchasing Card.**

The Applicants authorize both the **Issuer and Credit Suisse AG (including other companies belonging to the Credit Suisse Group domiciled in Switzerland, hereinafter: «Credit Suisse»)** to exchange all information relating to the Applicants 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 FINMA Money Laundering Regulation, national or international sanctions, or other legal or regulatory provisions and conditions or internal compliance regulations.

The Applicants release both the Issuer 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 the death, loss of legal capacity, or bankruptcy of the Employee or the liquidation or bankruptcy of the Company.

The card-holding relationship or contractual relationship relating to cashless instruments of payment may be brokered by a bank or other third parties (hereinafter: «Sales Partner») for the Issuer. In the context of this brokering, the Sales Partner merely performs tasks on behalf of the Issuer. The Applicants acknowledge that the Sales Partner acts exclusively and at all times for and on behalf of the Issuer and not on behalf of the Applicants and that the Issuer pays or may pay broker's commissions to the Sales Partner in respect of these services.


8 – Signatures

By signing this card application, the applying company and the applying employee further acknowledge that they **have read, understood and accepted the Terms and Conditions for the American Express Corporate Purchasing Card of Swisscard AECS GmbH as set forth in paragraph 10 of this application.**


Signature of the applying employee

Place	Date
<input type="text"/>	<input type="text"/>
Signature 	

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

Place	Date
<input type="text"/>	<input type="text"/>
Last name and first name (in block letters)	
<input type="text"/>	
Signature 	

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

Place	Date
<input type="text"/>	<input type="text"/>
Last name and first name (in block letters)	
<input type="text"/>	
Signature 	

9 – Have you thought of everything?

- Have you completed the application in full and signed it?
- Have the company's authorized signatories checked and signed the application?
- Have you enclosed the required good quality copy (front and back) of the identification document? If the spending limit should be more than 20,000 CHF, we require a certified identification copy. If the applying company itself is listed or a listed company has a direct or indirect majority holding in it, we do not require a copy of the identity documents. This information is based on the declaration in the basic account application.



Sign and send with the required copy of the identification document (see paragraph 4) to:

American Express Svc LTD, 1 St John Street, UMC 87-04-000, Brighton BN88 1NH, United Kingdom

Please note: The photo, signature, place and date of issue must be recognizable/legible on the copy of the identification document.



These terms and conditions apply to all American Express Corporate Purchasing Cards («Corporate Purchasing Cards») issued by Swisscard AECS GmbH («Swisscard»).

American Express Services Europe Ltd., Brighton, United Kingdom, («American Express Services») is commissioned with the processing services and the day-to-day handling of the Corporate Purchasing Card.

The term «Issuer» hereinafter refers to Swisscard and/or third parties instructed by Swisscard (namely American Express Services).

1. After accepting the application signed by the company and an employee of the company («Cardholder»), the Issuer will open an American Express Corporate Purchasing Card account and notify the corresponding means of identification, in particular card number and card expiry. Upon request of the company, a card plastic may be issued. Each card issued remains the property of the Issuer. Card applications may be rejected without stating reasons.

At the latest by signing the card and/or using it, the Cardholder confirms to have read, understood and accepted the present terms and conditions and to accept the fees applicable at the time of using the card (cf. section 5).

2. The Cardholder shall store the means of identification notified to him carefully. If a card plastic is issued, the card is to be signed immediately after receipt and to be kept by the Cardholder carefully.

3. The Corporate Purchasing Card entitles the Cardholder to effect cashless payments for goods and/or services supplied or rendered by Corporate Purchasing Card contractual partners («Contractual Parties») in Switzerland and/or abroad designated by the Issuer by communicating the card number and/or other means of identification to the Contractual Party by telephone, in person, by fax, by e-mail and/or by electronic means (card use). The Corporate Purchasing Card is non-transferable, and the card number and/or means of identification imprinted on it or communicated in any other form must only be used by the Cardholder in accordance with the instructions issued to him. Use of the Corporate Purchasing Card is subject to certain maximum limits; the Contractual Parties are obliged to obtain authorisation from the Issuer for each transaction, as a rule by electronic data exchange.

4. The Corporate Purchasing Card may be used by the Cardholder solely for business expenses of the Company and within the authorisation limits set for him by the Company; the Cardholder may not use the Corporate Purchasing Card for private purposes. The Corporate Purchasing Card is to be used primarily for business expenses if the Company is the end-user; the Corporate Purchasing Card may only be used to purchase goods and/or services for resale within the scope of the Company's business if the Issuer has given its consent.

5. Card use may give rise to fees (e.g. annual fees, reminder charges), interest on arrears and (third-party) costs (hereinafter jointly referred to as «Fees»). With the exception of any third party costs, the occurrence, type and amount of Fees are notified to the Company and/or the Cardholder on or in connection with the applications and/or in another appropriate manner and details may be obtained at any time from the customer service and/or at www.americanexpress.ch. For transactions in currencies other than the card currency, the Company accepts the currency selling rates applied and/or the conversion rates set by the card organisation.

6. Once the card number and/or means of identification has/have been communicated (transmitted), the transactions are deemed as approved. The Company acknowledges all approved transactions and the resulting receivables and claims and irrevocably instructs the Issuer to pay the corresponding contributions to the points of acceptance. The approval includes the right but not the duty of the Issuer to authorise transactions. The Company receives a statement of the unpaid balance and the transactions processed in the past statement period. The striking of the balance does not result in the renewal of the contractual obligation. The Company is obliged to settle the monthly statements within 7 days from the statement date by direct debiting. If the statement amount shown on the monthly statement is not received by the

Issuer at all or not completely within the payment period, interest on arrears pursuant to section 5 shall be payable on the entire statement amount from the date of the statement until the receipt of the payment and on any remaining balance possibly unpaid until receipt of payment of such balance without reminder; this will, however, not affect the enforcement of further claims for arrears.

7. The monthly statements will be issued in Swiss francs and are payable by the Company in Swiss francs. The Issuer will issue monthly value added tax reports and suppliers' statements to the Company detailing all transactions made with the Corporate Purchasing Card. The Issuer shall take all efforts to prepare the VAT reports in such manner that they contain all information required from a formal point of view in order to be accepted as pre-tax voucher by the Swiss tax administration, central department VAT. The enforcement of pre-tax is the responsibility of the Company and is governed by the relevant legal provisions. The Company is responsible for ensuring that the originals of the written statements are properly filed once they have been checked and processed.

8. The Cardholder has liability as joint debtor together with the Company, should he/she exceed the limits specified for the use of the Corporate Purchasing Card or should he/she use the Corporate Purchasing Card for inadmissible private purposes.

9. The Issuer rejects any responsibility for the quality of the goods and/or services of the Contractual Parties. In particular, possible disagreements, controversies as well as complaints regarding goods and/or services and claims of the Company connected with that (e.g. delayed delivery or non-delivery) are to be settled directly and exclusively with the respective points of acceptance. The monthly statements are to be paid on time nevertheless. The Cardholder must ask the point of acceptance and/or the respective provider to issue a credit note for returned goods or a written confirmation of cancellation in case of cancellations. Notices of terminations of recurrent services that are paid with the card (e.g. memberships, subscriptions, online services) are to be addressed to the point of acceptance and/or the respective provider.

10. If the Corporate Purchasing Card is lost or stolen or if it is suspected that a third party gained unauthorised access to the card number or other means of identification and either uses it or is likely to use it, the Cardholder and/or the Company must immediately notify the Issuer. The Company reviews the monthly statements immediately upon receipt and notifies the Issuer of possible discrepancies found immediately by phone and at the latest within 30 days from the statement date in writing (date of the postmark). Otherwise, the statements are deemed as approved by the Company.

11. If these terms and conditions, in particular all duties of care and duties to cooperate, have been complied with completely and the Company and/or the Cardholder is not at fault otherwise in any way whatsoever, the Issuer shall pay any debiting of the card arising due to proven misuse of the card by third parties. Any Cardholder who disregards the instructions given to him or uses the Corporate Purchasing Card for private purposes shall not be a third party.

12. The Company and/or the Cardholder and the Issuer are entitled to terminate the contractual relationship at any time in writing without stating reasons. The Company notifies the Issuer of all changes relating to the card immediately in writing or in any other way accepted by the Issuer, in particular also of the time when Cardholders leave the company. The Company ensures that the cards are invalidated by employees leaving the Company at the latest on their last day of work. The Cardholder shall also be obliged to inform the Issuer if his authority to use the Corporate Purchasing Card is changed or cancelled.

13. The Company will supply the Issuer with all information required for the issuing and use of the Corporate Purchasing Card; in particular, it will confirm – if requested – whether and to what extent the Cardholder is entitled to receive and use a Corporate Purchasing Card.

14. The Issuer processes the information relating to the Company and the Cardholders in connection with the opening or the use of the Corporate Purchasing Card. In order to enable the use of the Corporate Purchasing Card, the Issuer makes available such information to companies of the American Express Group (including joint venture companies).

The Cardholder authorises the Issuer and the Company to exchange all data relating to him (also regarding individual transactions) to the extent that this is required for the review of the application or the handling of the card relationship (including payment collection) as well as for a management reporting to the Company.

The Company authorises the Issuer to obtain any and all information required for assessing its creditworthiness within the framework of reviewing the Corporate Purchasing Card application as well as the subsequent use of the Corporate Purchasing Card from third parties, in particular public offices, credit agencies and the Central Office for Credit Information (ZEK) and/or the offices designated by law for this purpose, such as the Consumer Credit Information Office (IKO) and similar organizations. The Company also agrees that data resulting from its application, from generally accessible documents or in the course of review of the application or the execution of the contract are forwarded to the Central Office for Credit Information and that cases of serious payment arrears as well as similar facts are notified to the ZEK. The ZEK is expressly permitted to make such data accessible to its members.

The Company authorises the Issuer to propose to the Company products and services associated with the contractual relationship (including corporate loyalty programmes), as well as insurance and other financial services (also provided by third parties) in writing or verbally and to send the Company information on such products and services. The Issuer may generate and evaluate client, consumption and preference profiles for the purpose of developing and offering suitable products. There will be no analysis or processing of data on individual transactions on a client basis (so-called shopping basket analyses). The Company may at any time notify the Issuer in writing that it does not wish to receive information and offers from the Issuer.

The Company and the Cardholder take note that the Issuer may involve other natural or legal persons in Switzerland or abroad in the handling of the Corporate Purchasing Card (including proceeding in accordance with this section 14) and they authorise the Issuer to exchange the data required for handling such other persons, also by means of electronic systems that are operated by third parties. The company and the cardholder acknowledge that the data transmitted abroad may not be protected, or not in the same way as under the Swiss law.

The Issuer is authorised to transfer and/or offer this contractual relationship or individual claims and/or obligations arising therefrom to third parties (e.g. payment collection companies) in Switzerland and abroad and may give such third parties access to the associated data to the extent necessary.

The Company and the Cardholder take note that a procedure pursuant to section 14 may result in third parties acquiring knowledge of the contractual relationship with the Issuer and hereby release the Issuer from any duty of confidentiality to the extent necessary.

The Company and the Cardholder take note that the Issuer is not a bank and that the cardholder relationship as well as related information is therefore not subject to the provisions relating to banking secrecy.

15. The contractual relationship is governed by Swiss law. The place of jurisdiction is determined by the relevant binding legal provisions. Should these provisions not be applicable, the exclusive place of jurisdiction for all proceedings is Horgen, which is also deemed to be the place of performance and place of enforcement for Cardholders domiciled outside Switzerland. The Issuer also has the right to bring action against the Cardholder before the competent court or competent authority of his place of residence.

16. The processing services and the day-to-day handling of the Corporate Purchasing Card are carried out by American Express Services Europe Ltd., Brighton, to which any notices in connection with this contractual relationship are to be sent and which administers all rights and obligations of the Issuer concerning this contract.

17. These terms and conditions replace all previous terms and conditions. The Issuer reserves the right to change these terms and conditions, the fees and the possible uses of the Corporate Purchasing Card (including card-related services) at any time. Changes are notified in suitable form and shall be deemed as approved unless notice of termination of the card is given and takes effect before the changes take effect.

18. The Issuer may communicate fees and other conditions relating to the Corporate Purchasing Card as well as their changes in suitable form also only towards the Company. The Company has to ensure that the Cardholders are informed correspondingly. The Cardholder authorises the Company to make and receive all declarations relating to the Corporate Purchasing Card also with effect for him.

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