

General Terms and Conditions for the use of UBS Commercial Credit Cards.

These General Terms and Conditions (hereinafter "GTC") govern the legal relationship between the companies applying for the cards (hereinafter "company") or (as the case may be) the holders of UBS VISA and MasterCard Business or Corporate Credit Cards (Commercial Credit Cards, hereinafter "cards") and UBS AG (hereinafter "UBS").

1. Issue of card

- 1.1 Upon acceptance of the company's main account application by UBS, UBS shall open a card account (hereinafter "main account") for the company.
- 1.2 Following acceptance of the card application by UBS, signed by both the company and the employee, the employee will receive a personal card in his name. The Buyer's card (UBS VISA Business or Corporate Credit Card) will be issued without personalization; both the company and the employee submitting the application will be deemed by UBS to be the cardholders. Dependent on the card product, the PIN code will be mailed to the cardholder separately. Each card issued remains the property of UBS.
- 1.3 UBS may refuse card applications without giving reasons.

2. Use of the card

- 2.1 Subject to the individual card and cash withdrawal limits and within the limit stipulated for the company's main account, transactions may be authorized at merchants worldwide as follows:
 - a) By signing the sales slip or entering the PIN code when paying for goods or services or when withdrawing cash from an ATM or at a bank counter. In exceptional cases by simply using the card for payment (for example in car parks or at tollbooths).
 - b) By giving the cardholder's name as it appears on the card, the card number, the expiry date, and if requested, the three-digit security code (CVV, CVC) when paying for goods or services by telephone or by mail order.
 - c) By giving the cardholder's name as it appears on the card, the card number, the expiry date, and if requested, the three-digit security code (CVV, CVC) when paying for goods or services over the Internet. When using online shops that are 3-D Secure enabled, the password must also be entered upon appearance of the correct security message.
- 2.2 The Buyer's card may only be used in accordance with the authorization for the payment of goods and services by telephone, over the Internet or by mail order as listed under Clauses 2.1 lit. b and c (not at ATMs, points of sale or other merchants).
- 2.3 The cardholder and the company acknowledge all transactions authorized in accordance with Clause 2.1 or (as the case may be) the resulting claims of merchants. At the same time, they irrevocably instruct UBS to automatically settle the claims of merchants.
- 2.4 The cardholder undertakes to use the card for business expenditures only to the extent and for the purposes authorized by the company. Any instructions issued by the company to the cardholder in this respect shall not be binding for UBS. It is prohibited to use the card for illegal purposes.
- 2.5 UBS may at any time change the modalities for the use of the cards (as referenced under Clauses 2.1 and 2.2) as well as main account, card and cash withdrawal limits. The card limit is shown on the monthly statement or may – as can the cash withdrawal limit – be requested from Customer Services.

3. Fees/charges

- 3.1 The company undertakes to pay the following fees/charges, irrespective of the invoice method selected (collective statement sent to the company or individual statement sent to the cardholder):
 - Annual fee for card and main account.
 - Costs of any services used (e.g. subsequent order of invoice copies, ordering a tax statement, etc.).
 - Reminder and collection charges.
 - Processing fees for transactions in a currency different to the card currency. These will be added to the conversion rate which is set on the day before the booking date.
 - Cash withdrawal commission for cash withdrawals.
 - Costs of replacing a card that has not expired or a corresponding PIN code.

- 3.2 All fees and charges may be obtained from Customer Services at any time. They are also detailed in the monthly statement when they are debited.

4. Invoicing/methods of payment

- 4.1 The company undertakes to pay all authorized transactions carried out using the card irrespective of the chosen type of billing (collective or individual invoice), in addition to the fees/charges set out in Clause 3.1. Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims (cf. Clause 6.1) do not release the company from its obligation to pay the monthly statements.
- 4.2 The company and/or the cardholder receive a statement of account every month (monthly statement), which is to be paid in full by the date indicated on the invoice at the latest.
- 4.3 If payment in accordance with Clause 4.2 is received in full within the stipulated period, UBS will not charge annual interest of up to 15% on transaction amounts. If payment in accordance with Clause 4.2 is not received at all or not received in full within the stipulated period, annual interest of up to 15% will be charged on all transaction amounts included in the relevant monthly statement retroactively from the date of the transactions in question. The current interest rate may be obtained from Customer Services. The card and cash withdrawal limit of the card will be reduced by the amount still outstanding on the statement.
- 4.4 If payment is made by direct debit from an account held with another bank, UBS is authorized to disclose the necessary data (name of the cardholder, number of the card account and the invoice amount) to this bank.
- 4.5 If the company is domiciled outside of Switzerland, payments must be made by direct debit.

5. Obligations to exercise due care

Both the cardholder and the company are obligated to exercise particularly the following duties of care:

- a) The **card** must be **signed** by the cardholder in the area provided for this purpose, immediately upon receipt (**this does not apply to the Buyer's card**).
- b) The **PIN code, password and security message (hereinafter "means of authentication")** as well as the **card** must be kept with particular care and **separate from each other**. The card and the means of authentication must **not be sent, passed on** or made accessible in any other way (e.g. by not concealing the PIN code when entering it at a merchant or ATM), with the exception of the Buyer's card which may be passed on within the company to employees authorized by the company. In such cases, the cardholder or (as the case may be) the company remain liable for ensuring that the Buyer's card is used in accordance with the terms and conditions of the contract. They must be able to provide information on the employees authorized to pass on the Buyer's card and the transactions carried out by these employees at any time. The means of authentication must never be noted on the card (not even in an altered form) and must not be easily ascertainable (e.g. telephone numbers, dates of birth, car licence numbers). If there is reason to assume that another person is aware of the means of authentication, the cardholder must change them immediately. The same applies if UBS requests the cardholder to do so.
- c) The cardholder must always be aware of the whereabouts of the card and regularly ensure that it is still in his possession.
- d) The **monthly statements** must be **checked against the retained sales and transaction receipts**. Any **discrepancies**, in particular charges resulting from misuse of the card, must be **reported to Customer Services immediately**, and a **written notice of complaint** must be sent to UBS **within 30 days** (date of postmark) of the statement date. Otherwise the monthly statement shall be deemed to have been accepted.
- e) The cardholder or the company must **report** any instance of **loss, theft, confiscation, misuse or suspicion of misuse immediately to Customer Services** (regardless of any time difference). In the event that a criminal act has occurred, they must further report this to the local police immediately and, in the event of loss or damage, to the best of their knowledge assist in clearing up the matter and minimizing the loss or damage incurred.
- f) The company undertakes to immediately block the card with UBS of any **cardholders leaving the company** and to collect the card from the respective cardholders.

¹The singular form also implies the plural.

- g) If a cardholder **fails to receive a new card at least 15 days before the expiry** of the preceding card, the cardholder must **report** this to Customer Services **immediately**.
- h) If the card is blocked/cancelled, all merchants being paid with the card for recurring services (e.g. newspaper subscriptions, memberships, online services) must be notified of the block/cancellation.
- i) Expired, invalid or blocked cards must be automatically and immediately rendered unusable. Cancelled cards must be returned to UBS.
- j) **Changes** to the information given on the application for the main account and the application for the card (name, address, account number, etc.) **must be reported to UBS in writing within 15 days**.

6. Responsibility/liability

- 6.1 The **company shall be liable for all obligations arising from the use of any cards issued under its responsibility**, even if the cardholders receive separate monthly statements (individual statements). Any discrepancies, including complaints relating to goods or services as well as any claims arising therefrom must be settled directly by the company or (as the case may be) the cardholder with the respective merchant. When returning goods, a credit confirmation must be requested from the merchant; when cancelling a transaction, a confirmation of the cancellation must be requested from the merchant.
- 6.2 **Until the card is blocked, the cardholder and the company are responsible for all transactions authorized** in accordance with Clauses 2.1 and 2.2. As a matter of principal the risks arising out of misuse of the card are borne by the company. **In any case** the company is liable for **all** misuses of the card if the transactions were authorized **using the PIN code**. In all other cases, where a complaint is filed within the stipulated period (Clause 5 lit. e), UBS shall assume responsibility for loss or damage resulting from misuse of the card by third parties, provided the cardholder and the company have in all respects complied with the GTC (in particular the obligations to exercise due care as outlined in Clause 5), and to the extent that they are not in any way at fault (subject to a deductible of up to CHF/EUR/USD 100). Persons associated with the cardholder, e.g. spouses, authorized agents, persons living in the same household as the cardholder, and all other persons employed by the company shall not be deemed to be third parties.
- 6.3 Loss or damage resulting from the forwarding of the card and/or means of authentication shall be borne by the company.
- 6.4 Loss or damage incurred by the cardholder and the company in connection with the possession or use of the card shall be borne solely by them. UBS assumes no liability if a merchant refuses to accept the card as a means of payment or if, due to technical reasons, a limit adjustment, a termination or blocking, the card cannot be used.
- 6.5 Notwithstanding any cancellation/blocking of the card, UBS remains entitled to charge the company for all amounts relating to recurring services (cf. Clause 5 lit. h).
- 6.6 UBS assumes no liability in respect of the benefits or additional services provided with the card. Moreover, UBS assumes no responsibility for loss or damage covered by an insurance policy.

7. Renewal of the card

- 7.1 The card as well as the benefits and additional services connected therewith expire at the end of the month and year embossed on the card. A new card will be supplied to the cardholder in good time unless a cancellation has occurred.
- 7.2 If the company does not wish for one of its cardholders to receive a new card or if a cardholder himself does not wish to receive a new card, UBS must be notified accordingly in writing at least two months before the expiry of the card. Otherwise the annual fee for the respective card will be charged.

8. Blocking/cancellation

- 8.1 The company, the cardholder or UBS may at any time and without giving reasons arrange for the card to be blocked or the contractual relationship to be terminated. Termination of the main account automatically entails termination of all cards issued under the responsibility of the company.
- 8.2 Upon termination, all amounts outstanding automatically become due for payment. The company is not entitled to a pro rata reimbursement of the annual fee.

9. Obtaining, processing and disclosure of data/involvement of third parties

- 9.1 The company and the cardholder authorize UBS to obtain from debt enforcement agencies, the company's bank and the Central Credit Information Office (hereinafter ZEK; members of ZEK are companies from the sectors consumer credit, leasing and credit card business) all information required to check the credit card application and process the contract, and to notify ZEK accordingly in the event of blocked cards, serious payment arrears or misuse of cards. ZEK is expressly authorized to make this information available to its other members. **To this extent, the company and the cardholder release these entities from the obligation of banking secrecy and agency confidentiality.**
- 9.2 The company and the cardholder accept that UBS may engage third parties in order to perform its duties. In particular, they agree that UBS Card Center Ltd – which conducts the UBS card business on behalf of UBS – and its contractors (e.g. for the production of cards) shall be given access to their data insofar as this is necessary for the diligent performance of the tasks assigned to them. The information available to the international card organizations VISA International and MasterCard International and their contractors responsible for processing card transactions on their behalf, however, is limited to the respective transaction data (e.g. card and transaction reference number, transaction and invoice amount, booking and invoice date, information on the merchant and – when purchasing airline tickets or renting motor vehicles – the name of the cardholder). The company and the cardholder further accept that the respective data shall be transmitted to the card issuer UBS via the global VISA or MasterCard network even for transactions within Switzerland. Furthermore, the company and cardholder authorize UBS to transmit all information relating to the use of the card, either electronically or by means of a written invoice, to the company and, if applicable, to its parent or group companies in Switzerland and abroad.
- 9.3 The company and the cardholder authorize UBS to process the data on the card application form in addition to the transaction data (cf. Clause 9.2) within UBS in Switzerland for the purpose of developing in-house products and services and to provide the company and the cardholders with offers and information on suitable products and services.
- 9.4 The company may request third-party services in connection with the card in respect of the Management Information System (hereinafter "MIS"). MIS is used to consolidate and to process electronically in ERP and Expense Management Systems the master data related to the use of the card (e.g. main account number, card account number, card number, card activation and expiry date, card status, credit limits, name and address of company and cardholder as well as cost center details and additional data) and transaction data (cf. Clause 9.2) and the subsequent provision of this data (e.g. over the Internet) to the company and to employees specifically authorized by the company. The company and the cardholder authorize UBS and UBS Card Center Ltd. to periodically transfer/make available all of this master and transaction data relating to the present or future provision of MIS services to the third parties authorized to provide these services (e.g. VISA International, USA; MasterCard International, Belgium; Concur Technologies Inc., USA; JPMorgan Chase Bank, USA; Luft-hansa AirPlus Servicekarten GmbH, Germany) and to their respective contractual partners electronically over a secure channel. The company and the cardholder are aware that any data sent abroad is no longer protected by Swiss law. They understand that this data may be sent to countries (such as the USA) where there is no data protection legislation in force comparable to the one applicable in Switzerland. The cardholder may request details of the third-party services requested, if any, from the company at any time.
- 9.5 UBS is authorized to assign all claims vis-à-vis the company to third parties at any time.

10. Further conditions/place of jurisdiction

- 10.1 UBS reserves the right to modify these GTC at any time (including changing the applicable annual fees, interest rates, charges, commissions, etc.). Changes will be communicated in an appropriate form and shall be deemed to have been accepted if the card is not terminated with immediate effect before the changes come into effect.
- 10.2 The legal relationship between the company and UBS and between UBS and the individual cardholders shall be governed by and construed in accordance with **Swiss law. Zurich** shall be the place of performance and exclusive place of jurisdiction for all disputes arising in relation to these legal relationships. Zurich shall also be the place of debt enforcement for cardholders and companies domiciled abroad (special domicile pursuant to Article 50, para 2, Swiss Federal Debt Enforcement and Bankruptcy Act (SchKG)). UBS reserves the right, however, to take legal action against the cardholder or company before the authority of the cardholder's or company's domicile.