



UBS Switzerland Ltd
Flughofstrasse 35
P.O. Box
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UBS Visa Corporate Card

Application for additional card

www.ubs.com

Please issue to us – for which we accept liability – a UBS Visa Corporate Card or a UBS Visa Buyer's Card for the following employee applying for the credit card (hereinafter "cardholder"). Card issuer: UBS Switzerland AG (hereinafter "UBS").

Card type / annual fee

- UBS Visa Corporate Card **Classic** (first year **free of charge**, from the second year CHF 100 / EUR 75 / USD 75)
- UBS Visa Corporate Card **Gold** (first year **free of charge**, from the second year CHF 200 / EUR 150 / USD 150)
- UBS Visa Buyer's Card* (first year **free of charge**, from the second year CHF 100 / EUR 75 / USD 75 for unlimited number of cards)

* May not be ordered by domiciliary companies.

Priority Pass (available only with Gold Card)

- Access to airport lounges

As the holder of a UBS Visa Corporate Card Gold you will receive a Priority Pass free of charge. This entitles you to access over 1200 airport lounges globally. The first four times you enter an airport lounge each year are free of charge. Each time you subsequently enter a lounge the entrance will be charged to your credit card account at net price. The validity of your Priority Pass ends upon dissolution of your credit card contract or the expiry of the Priority Pass. Afterwards you will have no access to the airport lounges with this card. Priority Pass is a product of Priority Pass Ltd. with a main office in London. Data protection regulations and conditions of use can be found at www.prioritypass.com.

Main account

..... (according to current card statement)
UBS Visa Corporate Card main account number

Company applying for the card

..... Company Actual address of headquarter (line 1)
..... Postal code, city Actual address of headquarter (line 2)
..... Contact person Phone

The plural form also implies the singular.



Personal details of the cardholderCorrespondence language German French Italian English Ms Mr

Name

First name

Home address (line 1)

Nationality

Home address (line 2)

Date of birth (dd.mm.yyyy)

Postal code, city

Mobile phone*

Country of domicile

* This mobile phone number is used to send security messages and one-time SMS codes in relation to distance payments (e.g. via internet), **which could possibly lead to the disclosure of the banking relationship and bank client information**. Please refer to the General Terms and Conditions for the Use of the UBS Commercial Credit Cards ("GTC").

Card limit CHF Minimum card limit: Classic Card CHF 2 000 / Gold Card CHF 10 000 / Buyer's Card CHF 500 EUR Minimum card limit: Classic Card EUR 3 000 / Gold Card EUR 6 000 / Buyer's Card EUR 500 USD Minimum card limit: Classic Card USD 4 000 / Gold Card USD 8 000 / Buyer's Card USD 500

The card limit cannot exceed the amount of the main account limit. The main account limit applies for all your cards.

Statements / payment method **Collective invoice (standard option)** The invoice is **payable** by the **company**. The company shall receive a statement **for each card** that contains the executed transactions. Optional copy of the card statement is to be sent to the company address of the cardholder Optional copy of the card statement is to be sent to the private address of the cardholder The invoice is **payable** by the **company**. The **cardholder** receives a statement detailing **his** executed transaction. Mail card statement to the company address of the cardholder Mail card statement to the private address of the cardholder

Individual invoice

The invoice is **payable** by the **cardholder**. He shall receive a statement for **his card** detailing the executed transactions.

- Mail card statement to the company address of the cardholder
- Mail card statement to the private address of the cardholder
- Mail card statement to the following address:

.....

Optional copy of the card statement detailing his executed transactions is to be sent to the company

- to company address
- to following address:

.....

Method of payment

- Paying-in slip
- Direct debit (CHF/EUR: LSV+; USD: SWIFT - only available through an account in Switzerland, not available through a post office account)
 - UBS account

.....
 Account holder

.....
 IBAN

- No UBS account
 Please complete an LSV direct debit authorization form: available at www.ubs.com/corporatecard

Cash withdrawals

- Card with cash withdrawals*
 Cash withdrawal at ATMs and counters in Switzerland and abroad
 (fees according to UBS Visa Corporate Card factsheet available under
www.ubs.com)
- Card without cash withdrawals

* The UBS Visa Buyer's Card can not be used to make cash withdrawals.



Mailing addresses
Mailing address for card

- Company address of the cardholder¹
- Home address of the cardholder²
- Following address:

.....

.....

.....

.....

Mailing address for PIN

- Company address of the cardholder¹
- Home address of the cardholder²
- Following address:

.....

.....

.....

.....

¹) according to «Company applying for the card»
²) according to «Personal details of the cardholder»

Additional information on the card / invoice
Embossing on card*
Additional information on the invoice

.....
 max. 8 characters

.....
 Free text (max. 8 characters)

.....
 Cost center (max. 15 characters)

.....
 Department (max. 15 characters)

* Example: personnel number, cost center, etc.

UBS Business Traveler Plus (optional)

Optional insurance package (fee payable; depending on card currency CHF 58 / EUR 46 / USD 58)

- Valid from date of card issue Valid from* Insurance not required

Insurance cover is provided in accordance with the General Terms and Conditions of Insurance. You will find our General Terms and Conditions of Insurance and further information at www.ubs.com/corporatecard. The annual fee of CHF 58 (EUR 46 / USD 58) will be charged to your credit card (in addition to the annual fee for the card). UBS Business Traveler Plus comprises the following insurance components: **travel and aviation accidents, travel delays, loss or delayed arrival of luggage, document replacement, legal and court costs (travel), Collision Damage Waiver (CDW), Loss Damage Waiver (LDW), cancellation costs, cost of medical treatment abroad, and travel third-party liability (Gold Cards only)**. Insured persons: the holder of a UBS Visa Corporate Card and up to three companions accompanying the cardholder on a business trip. When using the UBS Visa Buyer's Card, the individual traveling must have a UBS Visa Corporate Card for insurance coverage to apply. Basic requirement: use of the UBS Visa Corporate Card to pay for at least 50% of the insured trip (in accordance with the General Terms and Conditions of Insurance). The General Terms and Conditions of Insurance will be sent out together with a confirmation letter. The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch office (Switzerland).

* The validity date cannot be before the card issue date.

Declaration of the company

The signatories (authorized signatories of the company) confirm that the information included in this application is correct, that they have received the General Terms and Conditions for the use of UBS Commercial Credit Cards ("GTC"; viewable at www.ubs.com/corporatecard) and that they accept them as binding. **Furthermore, they confirm that they shall inform the employee for whom they are hereby requesting a UBS Visa Corporate Card or a UBS Visa Buyer's Card ("cardholder") of the applicable GTC, in particular about data processing and the obligations to exercise due care as well as the product and service-specific provisions. As far as necessary the company shall collect the permission of the cardholder and on request will present this permission to UBS, in particular, in relation to data processing of the cardholder by UBS, the passing on, storage, processing, combination and use of contract and transaction data, profile creation as well as the use of the data for market research, marketing and risk management purposes, the use of the Management Information System and transaction processing. The signatory company ensures compliance with the obligations to exercise due care. The signatory company remains fully responsible for compliance with the GTC and the use of the card by the cardholder at all times.**

In addition, the signatories agree that UBS **may obtain all information required** for checking the card application and processing the contract **and may report incidents** and that UBS may **outsource business areas and services to group companies and third parties in Switzerland**



The plural form also implies the singular.



and abroad (as described in the GTC under section 11 "Credit information and reports" and section 12 "Outsourcing of business areas and services"). **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.** In addition, UBS and third parties engaged by UBS may **store, process, use and combine contract and transaction data and to create profiles from this data in order to provide the company and the cardholder with tailored offerings and information about products and services as well as to process this data for market research, marketing and risk management purposes** (as described in more detail in section 14.1, GTC).

The company may view the **data privacy notice** at ubs.com/data-privacy-notice-switzerland or request a copy of the data privacy notice from UBS Customer Services.

Through the use of the card, the international card organizations (Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will be informed of the respective transaction data. In the case of **distance payments** via the internet, the merchant may also forward data such as the card number, time of purchase, transaction amount, last name and first name, telephone number and email address, billing and delivery address of the buyer or service recipient, as well as the device ID and IP address from which the payment was triggered, via the global networks of Visa or Mastercard to UBS or to the group companies and third parties in Switzerland and abroad which are responsible for the processing. **UBS as well as group companies and third parties in Switzerland and abroad engaged by UBS are authorized to process, combine, store and use this data and to create profiles from it, for the purpose of approving a transaction and for analyzing fraud patterns** (as described in section 16, GTC "Transaction processing and fraud prevention"). **UBS is released from its obligation to maintain banking secrecy and data protection for any data processed abroad.**

UBS provides the company and the cardholder with **personal means of access. Any person who successfully identifies himself with the personal means of access will be deemed to be authorized to give UBS binding instructions.** Any additional agreements for the use of UBS Digital Banking may be submitted to the company and the cardholder in **electronic form** after the cardholder has successfully proven access authorization. They are considered to have the same effect as agreements signed manually.

UBS reserves the right to reject this application without giving reasons.

Signature of the company

To be signed by the company's authorized signatories.

.....
Place, date

.....
Place, date

.....
Name, first name

.....
Name, first name

.....
Signature

.....
Signature

Please send your card application to: UBS Switzerland AG, Flughafenstrasse 35, P.O. Box, CH-8152 Glattbrugg



The plural form also implies the singular.

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 company requesting the card (hereinafter "company") and UBS Switzerland AG (hereinafter "UBS") for the use of UBS Visa and Mastercard Commercial credit cards (hereinafter "cards"). Additionally, product and service-specific provisions apply.

1 Card relationship

- 1.1 Upon acceptance of the company's main account application UBS opens a main account (hereinafter "main account").
- 1.2 After acceptance by UBS of the main account card request signed by the company, UBS will issue a personal card for the employee designated by the company in his name (hereinafter "cardholder"). The UBS Visa Buyer's Card (hereinafter "buyer's card") will also be issued in the name of the cardholder and can only be used for distance payments.
- 1.3 **The company shall inform the cardholder of the applicable GTC, in particular about data processing and the obligations to exercise due care as well as the product and service-specific provisions. As far as necessary the company shall collect the permission of the cardholder and on request will present this permission to UBS, in particular, in relation to data processing of the cardholder by UBS, the passing on, storage, processing, combination and use of contract and transaction data (hereinafter "card data"), profile creation as well as the use of the data for market research, marketing and risk management purposes (see section 14), the use of the Management Information System (see section 15) and transaction processing (see sections 16.1 and 16.2). The company ensures compliance with the obligations to exercise due care. The company remains fully responsible for compliance with the GTC and the use of the card by the cardholder at all times.**
- 1.4 Every issued card remains the property of UBS.
- 1.5 UBS may reject main account and card applications without giving reasons.
- 1.6 The company shall keep the information provided to UBS up to date, e.g. company name, address, account details and mobile phone number of the contact persons and cardholders.

2 Use of the card and authorization of transactions

- 2.1 Transactions may be authorized as follows at merchants and service providers (hereinafter "merchants") worldwide, subject to the individual card and cash withdrawal limits as well as in connection with the limit of the main account of the company:
 - 2.1.1 In the case of card payments on site or cash withdrawal from the machine or bank counter: by entering the PIN code, by signing the sales receipt or by simply using the card (e.g. at tollbooths, in car parks or when making contactless payments) or by specifying the card number, the expiration date and (if requested), the three-digit security code (CVV, CVC) or by any other means specified by UBS or agreed with UBS;
 - 2.1.2 In case of distance payments (via Internet, by telephone or correspondence): by giving the card number, the expiration date, and (if requested) the three-digit security code (CVV, CVC). If the company has stored this information with merchants for the purpose of making payments for recurring services or preauthorized payments (such as for online services, subscriptions, memberships or ticket apps), the card expiration date can be automatically updated (see section 17). Additionally, when authorizing online, a password may need to be entered, authorization may need to be granted via Access App, or by any other means specified by UBS or agreed with UBS.
 - 2.1.3 In case of payment for goods or services through channels other than the ones specified above (e.g. mobile payment solutions): in accordance with separate terms of use or by any other means specified by UBS or agreed with UBS.
- 2.2 Transactions with the buyer's card may only be authorized according to section 2.1.2.
- 2.3 The company acknowledges all transactions authorized in accordance with sections 2.1 and 2.2 and the resulting claims of merchants respectively. At the same time, the company irrevocably instructs UBS to automatically settle the claims of merchants.
- 2.4 The card can only be used for business expenses of the company. Any instructions for the cardholder issued by the company cannot be relied on against UBS. The use of the card for illegal purposes is prohibited.
- 2.5 UBS may at any time modify the options for using the card (section 2.1 and 2.2), as well as the limits (main account, card and cash withdrawal limits). The card limit is shown on the card statement or, just as the cash withdrawal limit, can be queried from Customer Services.

3 Costs, credit interest and commissions

- 3.1 Costs, fees and commission (hereinafter "costs") and credit interests may be charged in connection with the main account as well as for the card and its use. The costs and credit interests are disclosed together with the main account and card application or in an appropriate manner and may at any time be queried from Customer Services and accessed online at ubs.com/commercialcards. Furthermore, UBS may pass on third party costs and expenses incurred by the company.
- 3.2 Amendments to costs and credit interests due to changing expenses or market conditions or to costs may be made at any time via adjustments to the fee schedules/product information sheets. They shall be announced in an appropriate way.

Upon notification and in the event of objection, the company may cancel the main account with immediate effect.

- 3.3 In the event of transactions in a different currency than the card currency, a processing fee will be added to the applied exchange rate. The exchange rate contains a surcharge. The surcharge applicable when using the UBS exchange rate can be viewed at ubs.com and queried from Customer Services.
- 3.4 As the card issuer, UBS receives a so-called interchange fee for every card-based transaction from the acquirer (the company that enters into contracts with merchants regarding the acceptance of credit cards as a means of payment). Inter alia, the interchange fee is used to cover the current costs, especially the costs for the transaction processing and the costs in connection with the risks of granting credit, insofar as these are not already covered by the costs pursuant to section 3.1. The interchange fee can be viewed at ubs.com and queried from Customer Services. UBS may also receive sales promotion contributions from third parties (e.g. from international card organizations).

4 Statements and methods of payment

- 4.1 **UBS grants the company credit in the amount of the main account limit.** The credit is managed as a **current account facility** on the main account. All transactions authorized in accordance with sections 2.1 and 2.2 and the costs / credit interest pursuant to section 3 will be booked to the card account. **The agreed credit interest will be charged on all transactions amounts and costs from the date of the transaction in question.**
- 4.2 Upon request, the company shall receive monthly a balance overview of all cards as well as a card statement showing all transactions authorized in accordance with sections 2.1 and 2.2 and the costs and/or credit interest owed pursuant to section 3, provided that transactions have been authorized or costs and credit interest are owed. The card statement will be generated either as a collective statement or, by request of the company, as an individual statement per card that will be sent to the cardholder. The company shall pay the amounts specified in the statement in full by the date printed on the statement. Any disputes in relation to discrepancies and complaints about goods and services, as well as any resulting claims (section 8.1) do not release the company from its obligation to pay the amounts specified in the statement.
- 4.3 **UBS will not charge any credit interest (section 4.1) for statement amounts fully paid by the due date.**
- 4.4 **If, however, the statement amount is not paid or is not paid in full by the due date, the credit interest will be charged on all transaction amounts as well as costs starting from the date of the transaction in question. The credit interest payable will be shown and invoiced in the statement for the following month. (Partial) payments will be taken into account in the further interest calculation after being booked and will first be offset against open interest claims.**
- 4.5 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 company or cardholder, address, date of invoice, number of the main account or card account and the invoice amount and currency) to this bank. If payment is made via e-bill, UBS is authorized to disclose the necessary card data to all parties, e.g. SIX Paynet Ltd and its network partners, who on their part may involve other service providers.

5 Means of access

- 5.1 UBS provides the company and the cardholder with **personal means of access**, e.g. Access App, PIN code, contract number (so-called means of authentication, hereinafter "means of access"), which shall be used in the intended way only. UBS may replace or adjust the personal means of access at any time. **UBS is authorized to send the company and the cardholder single-use confirmation and activation codes to the mobile phone number provided by them for such purpose**, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.
- 5.2 **Any person who successfully identifies himself with the personal means of access will be deemed to be authorized to give UBS binding instructions.** UBS shall perform the identity check with the appropriate standard of care and diligence customary in the business. As a result, incoming instructions will be deemed given by the company. UBS will be deemed to have duly performed if it complies with these instructions in the course of usual business.

6 UBS Digital Banking

- 6.1 UBS may offer the company and the cardholder digital services (UBS Digital Banking). UBS Digital Banking and the functions offered can be accessed after the company or the cardholder has successfully proven access authorization to UBS using a personal means of access. **Any additional agreements for the use of UBS Digital Banking may be submitted to the company and the cardholder in electronic form after the cardholder has successfully proven access authorization. Agreements concluded electronically are considered to have the same effect as agreements signed manually.**
- 6.2 The use of UBS Digital Banking is associated with certain risks due to, among other things, the download, installation and use of apps and related connection points to third parties (e.g. providers of sales platforms, network operators, device manufacturers) or the possibility of using unencrypted communication channels (e.g. text messages), including: (1) disclosure of the banking relationship to third

parties, thereby compromising banking secrecy; (2) changes to or falsification of information (e.g. spoofing); (3) system interruptions, security-related limitations and unauthorized removal of user restrictions on the end device and other disruptions that may make it impossible to use the service; (4) misuse resulting from manipulation by malware or unauthorized use in the event of loss of the device.

6.3 By using UBS Digital Banking, the company and the cardholder accept, without limitation, the risks specified above and any separate terms of use.

7 Duty of care

In particular, the company shall fulfill the following duties of care and ensure fulfillment of them.

7.1 The cardholder shall sign the card in the area provided for this purpose immediately upon receipt. This does not apply to the buyer's card.

7.2 **The means of access and the card must be stored separately and with care. They shall not be sent, passed on or made accessible to third parties in any other way** (e.g. by concealing the PIN code when entering it). Means of access shall not be noted on the card or saved electronically without encryption, not even in altered form, and shall not be easily ascertainable, e.g. no telephone numbers, dates of birth, car number plates etc. If there is reason to assume that another person is aware of the means of access, these must be changed immediately.

7.3 The possession and place of storage of the card must be known and should be regularly checked. If there is reason to assume that an unauthorized person has gained possession of the card, it shall promptly be recovered. **If loss, theft, confiscation or misuse of the card** has occurred or is suspected, **the card must be blocked immediately** (regardless of any time difference) **or have it blocked by Customer Services**. Furthermore, if it is suspected that criminal offenses have been committed, these shall be immediately reported to the local police in Switzerland or abroad and all reasonable steps must be taken to assist in clearing up the matter and minimizing the loss or damage incurred.

7.4 Card statements must be checked immediately upon receipt, ideally against the retained sales and transaction receipts. **Discrepancies**, in particular debits resulting from **misuse of the card**, must be **reported to Customer Services immediately** upon receipt of the card statement, but in any case, **no later than 30 days** (date of postmark) of the card statement date by written notice of complaint sent to the address of UBS. If the complaint is not submitted in time, this may result in the company violating its obligation to minimize losses and being held responsible for the resulting losses.

7.5 If the card is blocked/terminated, all merchants that are paid using the card for recurring services (e.g. online services, subscriptions, memberships or ticket apps) or for bookings/reservations (e.g. for rental cars, overnight hotel stays) must be informed of the blocking/termination of the card.

7.6 The company undertakes to have the cards of employees leaving UBS blocked and terminated immediately.

7.7 Expired, terminated or blocked cards shall immediately be rendered unusable.

7.8 If the company does not receive a new card at least 15 days before the expiry of the preceding card, the company must report this to Customer Services immediately.

8 Responsibility and liability

8.1 **The company is liable for all liabilities arising from the use of the cards**, even in case of individual statements. Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the company with the respective merchant. When returning goods, a credit confirmation must be requested from the merchant; when canceling a transaction, a confirmation of cancellation must be requested.

8.2 As a matter of principle, the company is liable for any risks resulting from misuse of the card. **In any case**, the company is liable for all transactions authorized **using a means of access**. In all other cases, where a complaint is filed within the stipulated period (section 7.4), UBS will assume responsibility for loss or damage resulting from misuse of the card by third parties, provided the company has in all respects complied with these GTC (see especially section 7) and to the extent that it is not in any way to blame. In this context, persons related to or otherwise associated with the cardholder, e.g. partners, persons living in the same household as well as persons employed by the company or active for the company, will not be deemed to be third parties. **Until the card is blocked, the company is responsible for all transactions authorized in accordance with section 2.1 and 2.2.**

8.3 Any loss or damage resulting from the forwarding of the card or means of access shall be borne by the company.

8.4 Loss or damage incurred by the company in connection with the possession or use of the cards shall be borne solely by the company. UBS assumes no liability if a merchant refuses to accept the card as a means of payment or if the card cannot be used due to a technical issue or because it has been terminated, blocked or the limit has been adjusted. Moreover, UBS assumes no liability if the card cannot be used on a machine or is damaged or rendered useless due to such use.

8.5 The company shall indemnify UBS against claims by cardholders if and to the extent that such claims are attributable to a breach of the duties of care, the company's duty to inform cardholders about data processing and the rights of cardholders in this regard, or a breach of the duty to obtain the cardholder's consent.

8.6 Notwithstanding any blocking or termination of the card, UBS may charge the company for all amounts relating to recurring services (section 7.5).

8.7 UBS does not assume any liability for any benefits or additional services made available with the card or for loss or damage covered by an insurance policy.

9 Card renewal

9.1 The card and the associated benefits and services shall expire at the end of the month printed on the card.

9.2 If the company does not wish to renew its card, UBS must be notified in writing at least two months before the expiry of the card.

10 Card blocking and termination of contractual relationship

10.1 The company and 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. A cardholder may only block or terminate the card in his name on behalf of the company.

10.2 Upon termination, all outstanding amounts shall be due for payment. The company is not entitled to a pro-rata refund of the annual card fee.

11 Credit information and reports

UBS may obtain all information required for checking the card application and processing the contract from debt enforcement offices, the company's bank intermediary and from the Central Credit Information Office (hereinafter "ZEK"; members of ZEK include companies from the consumer credit, leasing and credit card sectors). **In this respect, the company releases UBS and these entities from banking secrecy and official secrecy.** UBS may report incidents of card blocking, qualified payment arrears and card misuse to ZEK. ZEK is expressly authorized to make this data available to other ZEK members. In addition, UBS may obtain information from other credit risk management entities (e.g. CRIF AG) to check the card application and process the contract.

12 Outsourcing of business areas and services

UBS may outsource business areas and services to group companies and third parties in Switzerland and abroad. The group companies responsible for processing the card business have the same right to outsource. This right includes but is not limited to the processing of the card business, credit checks, documentation, card printing, invoicing, collection, compliance, data management, IT and back and middle-office services, which may be outsourced in whole or in part. When outsourcing, it may be necessary to transmit card data to group internal or external service providers and for service providers to make use of other service providers. All service providers are subject to non-disclosure provisions in this regard. **Where a service provider is based abroad, UBS or the group companies engaged by UBS will only transmit data that cannot be used to identify the company or the cardholder.**

13 Data privacy notice

The data privacy notice of UBS applies unless otherwise set out here. The company may view the data privacy notice at ubs.com/data-privacy-notice-switzerland or request a copy of the data privacy notice from UBS Customer Services.

14 Profile building and marketing

14.1 **UBS and third parties engaged by UBS may store, process, combine and use card data and create profiles on the basis of this data. This data will be used by UBS and its group companies, in particular, to provide the company, if applicable, with individual advisory services, tailored offerings and information about products and services offered by UBS or its group companies, as well as for market research, marketing and risk management purposes.** This applies, without limitation, to the following data: details concerning the company, as well as card transactions and additional services. The company may opt out of receiving offerings and information about products and services offered by UBS or its group companies at any time. Customer Services must be informed of this request in writing. Third parties and their employees acting on behalf of UBS are obliged to comply with the Swiss Data Protection Act.

14.2 The company acknowledges that UBS shares card data for business purposes with group companies in Switzerland. In particular, data will be disclosed for the purpose of effecting comprehensive and efficient customer care, and for providing information regarding the service offering of group companies. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.** UBS will ensure that the recipients of card data are bound to observe corresponding banking secrecy and data protection obligations.

15 Management information system

The company may request third-party services in connection with the card in respect of the Management Information System (hereinafter "MIS"). MIS is used for the consolidation of further electronic processing in ERP and expense management systems, for the use of any card-related master data (i.e. main account number, card account number and card number, opening and expiration dates of the card, card status, main account limit and card limits, name and address of the company and cardholder as well as cost center details and additional data) as well as transaction data (see section 16.1) and the following provision and notification of this data (e.g. via internet connection) to the company as well as to employees specially authorized by the company. In connection with the present or future provision of MIS services, UBS and group companies commissioned by UBS shall be deemed authorized to transmit and make available all such master and transaction data electronically via a secure line periodically to the third parties authorized to provide the service (e.g.; Mastercard, Belgium; Lufthansa AirPlus Servicekarten GmbH, Germany) and the contracting partners consulted by them. Data reaching a country outside Switzerland is no longer protected by Swiss law. The above-mentioned data is transferred to countries (e.g. the USA) which do not guarantee data protection comparable to Swiss legislation. The cardholder may request details of the third-party services requested, if any, from the company at any time.

16 Transaction processing and fraud prevention

16.1 Through the use of the card, the international card organizations (Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will be informed of the respective transaction data (e.g. card and transaction

reference number, transaction amount and date, information about the merchant). In certain cases (e.g. purchase of airline tickets, hotel bills, car rental), they will also be provided with additional pieces of information, such as, name of the cardholder or the name of the person for whom the transaction was executed. Moreover, the company accepts that **merchants in Switzerland will also forward transaction data via the global Visa or Mastercard networks to the card issuer UBS and the group companies responsible for the processing and other third parties.** Please note that Swiss law (e.g. data protection) applies to the Swiss territory only and that any data sent abroad is no longer subject to the protection afforded under Swiss law. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection for any data processed abroad.**

- 16.2 The data communicated to, or received by, the international card organizations can be processed by them for their own purposes and in accordance with their own privacy policies (see visa.com and mastercard.com) in Switzerland and abroad (also in countries which may not have adequate data protection).
- 16.3 In the case of **distance payments** via the internet, the merchant may also forward data such as the card number, time of purchase, transaction amount, last name and first name, telephone number and email address, billing and delivery address of the buyer or service recipient, as well as the device ID and IP address from which the payment was triggered, via the global networks of Visa or Mastercard to UBS or to the Group companies and third parties in Switzerland and abroad which are responsible for the processing. **UBS as well as group companies and third parties in Switzerland and abroad engaged by UBS are authorized to process, combine, store and use this data and to create profiles from it, for the purpose of approving a transaction and for analyzing fraud patterns.**
- 16.4 UBS may furthermore send the cardholder security notifications (e.g. fraud alerts) to the mobile phone number provided by the cardholder, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

17 Updating services

- 17.1 The international card organizations offer updating services. The function of these services is to provide updates of the card expiration date to participating merchants with which information has been deposited in accordance with the section 2.1.2. This is to ensure that payments for recurring services and preauthorized payments (such as for online services, subscriptions or ticket apps) can be made automatically after the card expiration date has been updated. **The company agrees that UBS may transfer the card number and expiration date of the cards to the international card organizations for the purpose of performing update services and for the purposes set forth in the relevant form at ubs.com.**
- 17.2 The international card organizations are entitled to involve additional data processors. The international card organizations and the additional data processors process this data in Switzerland and abroad (including countries which may not have adequate data protection). However, appropriate measures are always taken to protect customer data, and the data processors are obligated to ensure appropriate data protection. **In particular, the international card organizations forward the card number and the updated expiration date via their global networks to merchants which support such an updating service, and to other entities involved in the updating services (such as acquirers).**
- 17.3 UBS offers the company the possibility to opt out of participating in the updating services. The company may at any time declare opting out by sending the corresponding form under ubs.com to Customer Services.

18 Modification of conditions and other provisions

- 18.1 In justified cases, UBS may amend the GTC and the product and service-specific provisions at any time. UBS shall communicate such amendments in advance and in an appropriate manner. The amendments will be deemed to have been accepted unless an objection is raised in writing within one month of notification. In case of objection, the company shall be free to terminate the main account with immediate effect before the amendments become effective. Special agreements remain reserved. If the company has access to UBS Digital Banking, amendments and modifications to this agreement may also be communicated exclusively in electronic form.
- 18.2 UBS is authorized to assign all claims against the company to third parties at any time.
- 18.3 UBS may disclose card data in Switzerland and abroad for the purpose of complying with statutory or regulatory disclosure obligations and for protecting legitimate interests (e.g. in the course of recovery proceedings).

19 Applicable law and place of jurisdiction

This agreement is governed by and construed in accordance with substantive Swiss law. Exclusive place of jurisdiction for all legal proceedings is Zurich or the location of the branch holding the account. This shall also be the place of performance and, for companies domiciled abroad, the place of debt collection. Any mandatory legal places of jurisdiction are reserved.

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