

Guide to completing the Global Card Business form

To make it easier for you to fill in the **Global Card Business application form**, we have prepared some additional information for you. The reference numbers in the table below appear as bubbles in the application form below, for more accuracy.

The form consists of 3 parts:

- Pages 1 to 3– **an application for a corporate card** which concerns you directly as the future cardholder ;
- Pages 4 to 9 - **general terms and conditions for bank cards**;
- Page 10 - **a SEPA direct debit** by debiting the corporate Quintet Luxembourg account in favour of Cornèr Europe S.A. for the payment of your monthly card statement(s), to be signed by those authorised to sign for the company.

Ref	Page	Paragraph concerned	Details
1	P1	Card Application	Choose your type of card and currency (EUR) ; it is possible to order up to 2 principal cards on the same application form
2	P1	Card Application	Platinum – the limit must be greater than or equal to EUR 15,000 Gold - the limit must be between EUR 7,000 and 75,000 Classic - the limit must be between EUR 1,000 and 7,000
3	P1	Personal Data	Tick this box if you wish to receive your card and PIN via Quintet, and not at your home address (monthly statements only available online via iCornèr)
4	P2	Internet Services	This mandatory mobile phone number will be used to receive the code to activate 3D Secure as well as your code to access the dedicated website www.icorner.eu
5	P2	Pricing	You could benefit from a reduction on the annual fee from the second card of the same type, please refer to the fee schedule on our website quintet.com
6	P3	Signature(s)	Authorised company signatures + place, date, stamp, name, first name
7	P3	Signature	Signature of applicant for the principal card + place and date
8	P9	Signature(s)	Authorised company signatures + place, date, stamp, name, first name
9	P9	Signature	Signature of applicant for the principal card + place and date
10	P10	Debtor name	Give the name of the card applicant
11	P10	IBAN	Only give the IBAN for your Quintet Luxembourg account
12	P10	SEPA mandate	Fill in the holder of the account (name of the company)
13	P10	Signature	Authorised company signatures + place, date, stamp, name, first name

Do not forget to enclose a copy of your **valid identity card or passport** as applicant for the card, as well as signatory in the name of the company.

All the requested data is compulsory. Any error, omission or erasure will result in the issuing of your card being delayed or refused.

We will be happy to help you with this application process.

Card Application for the Global Card Business

The company requests the issuance of the Global Card Business Visa for



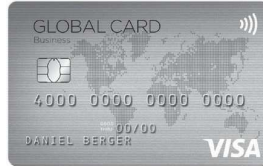
Logo: M93

- 1 Global Card Platinum Business Visa
 EUR (12/749-L16)



Logo: M93

- Global Card Gold Business Visa
 EUR (08/749-L19)



Logo: M93

- Global Card Classic Business Visa
 EUR (05/749-L22)



Logo: M96

- Global Card Prepaid Business Visa
 EUR (10/749-L25)

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Desired spending limit EUR (Platinum minimum of EUR 15'000; Gold minimum of EUR 7'000/; Classic maximum of EUR 7'000/)

The company name should appear on the card as follows _____ (max. 20 characters, including spaces)

The company name shall not appear on the card

Company Details

Company name _____

Address of company headquarters _____

ZIP code/town _____ Country _____

Personal Data of the Future Cardholder (Hereinafter Referred to as the "Cardholder")

Mr. Ms. Correspondence in EN FR All correspondence shall be sent to my financial intermediary. The financial intermediary is a natural person or legal entity duly authorized by the customer via a valid ad hoc power of attorney to represent him under this Agreement.

First Name _____ Last Name _____

Date of birth _____ Place of birth _____ Nationality _____

Address _____ Postcode / town _____ Country of domicile _____

Home telephone _____ Mobile telephone _____

E-mail _____

Occupation/position _____

Card Application for the Global CardBusiness

Internet Services

R25

iCornèr, the free Cornèrcard client portal – Registration at icorner.eu

Cell phone

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Pricing	Platinum	Gold	Classic	Prepaid
Annual fee for principal card	EUR 500	EUR 200	EUR 100	EUR 50
Exchange rate	max. 2.5 %			
Administrative costs	EUR 20			
Default interests	12 % under EUR 6,000 / 8 % over EUR 6,000			
Cash withdrawals	3.5% min. EUR 5 / USD 5 / GBP 5			
Load charge				EUR 2
Spending limit	min. EUR 15,000	min. EUR 7,000	max. EUR 7,000	
Reload amount				min. EUR 1,000 max. EUR 10,000

- Spending in a currency different from that of the card is subject to the retail rate of exchange issued by Visa Europe and available at the following link: <https://www.visaeurope.com/making-payments/exchange-rates-on-the-day-of-processing-by-the-Issuer-plus-currency-management-fees-of-maximum-2.5-%>.
- Cornèr Europe LTD is authorized to charge an administrative fee for each reminder regarding late payments, for each rejected attempt of SEPA direct debit payment and for each card replacement.

Declaration of tax compliance

The company acknowledges and accepts that it is solely responsible, within the context of its business relationship with Cornèr Europe LTD (hereinafter "Cornèr Europe"), to comply with the tax regulations applicable to it pursuant to the laws of the country in which it is resident or domiciled, or generally the laws of all countries in which it is required to pay taxes on the credit balance the cards issued in its name. Cornèr Europe rejects any liability in this respect.

The company also confirms that it is fully aware of and understands the obligations mentioned above and the consequences thereof. If it has doubt about these obligations, the company must seek advice from a qualified expert. The company also confirms that at the time of signing, it was in compliance with all its tax obligations (in particular any reporting obligations to the competent authorities) and that it will comply with all these obligations as long as it shall maintain a business relationship with Cornèr Europe.

The company acknowledges and accepts that Cornèr Europe has the right to terminate the business relationship with immediate effect when any of the above-mentioned statements are incorrect or prove to be incorrect in the future and when the company does not take all necessary corrective measures and provides proof thereof to Cornèr Europe. The company alone assumes the negative consequences arising from such termination. The company shall compensate Cornèr Europe for any damages that may result from such termination.

The company is informed that Cornèr Europe may be required, pursuant to bilateral arrangements between the company's State and other State and pursuant to corresponding individual or collective requests or on an internationally recognized standard like that of the automatic exchange of information, to transmit information concerning payment cards to the competent local or foreign tax authorities.

Declaration of the company and the Cardholder

The Company and the Cardholder confirm the accuracy of the information contained in this application and declare that they have received, read, understood and fully accepted the price list and the General Terms and Conditions for Global Card Business Visa Cards («GTC»). The Cardholder and the company are jointly and solely for all obligations arising from the use of the Global Card Business Visa cards. Upon acceptance of this Card application, the Cardholder will receive the Card applied for and the insurance conditions of those insurances which are included in the products of Global Card Direct Business Visa automatically and free of charge or additionally on request and for a fee. The use and/or signing of the Card constitutes a confirmation that the Cardholder has received and understood the complete General Terms and Conditions of Business and the relevant Insurance Conditions («GCI») for travel and travel accident insurance and accepts them in full. GTC and GCI as well as the information notice on the insurance policies can be called up or viewed at any time at +423 388 99 99 or cornercard.eu. The Company shall diligently and proactively inform Cornèr Europe LTD («card issuer») of any changes with regard to the details of the beneficial owner.

Priority Pass: I further authorize the Issuer to transmit my personal data (last name, first name) to Priority Pass in London (UK) to establish my Priority Pass™ (access to VIP lounges at airports worldwide). In the event of written cancellation of the card, the Priority Pass™ shall expire with the expiration of the card.

Concierge Service: An external partner, currently Quintessentially Concierge S.R.L., 20122 Milano (Italy), provides, on behalf of the Issuer, a concierge service (e. g. ticket orders, travel or event organisation, hotel and restaurant reservations, emergency assistance). The name of the external partner and any other information concerning the concierge service may be requested at any time from the Issuer at +423 388 99 99. Quintessentially Concierge S.R.L.'s operations are GDPR compliant.

Authorization: The company and the Cardholder authorise the Card Issuer to forward all necessary data to the responsible insurance company in the event of an insurance claim.

Insurance and data protection: The company and the Cardholder acknowledge that the insurer is liable for errors, negligence or incorrect information in insurance policies. The Cardholder's data will be treated with confidentiality and, when processing and storing personal data, the Card Issuer will comply with the provisions of data protection legislation as set out in the data protection declaration enclosed with the card application. Insofar as this is permitted under the laws of the Principality of Liechtenstein and proper data protection is guaranteed, Cornèr Europe LTD may instruct a third party in Switzerland or in any EU country or any third country offering an adequate level of protection to process the card application and ensure the smooth processing of card issuance and transactions. Personal data provided in connection with insurance policies may be passed on to the insurers and is processed by Cornèr Europe LTD and the insurers exclusively for the purpose of concluding and administering the insurance contract and in the event of a claim. Personal data may be passed on to a mandated third party and/or another company of the Cornèr Bank Ltd. group in the context of the execution of the insurance contract. It is also possible to transfer data abroad, provided that the third country in question has appropriate data protection legislation. Personal data is stored in electronic and/or paper form. The cardholder also notes that he has rights to information in accordance with data protection legislation and that he can, under certain circumstances, demand the correction, blocking or deletion of certain data stored by Cornèr Europe LTD. Further information on data protection and the privacy policy can be found in the appropriate section on this card application and on the cornercard.eu/dataprotection website.

Data exchange with the financial intermediary: The company and the Cardholder authorize his/her financial intermediary and the Card Issuer to exchange his/her personal and card-related data between the financial intermediary and the Card Issuer to the extent necessary to draw up the customer profile or for compliance purposes in connection with the processing of the card agreement. The company and the Cardholder agree to respond at any time to inquiries from the financial intermediary and the Card Issuer regarding his/her client profile (including information about him/her and/or his/her card transactions) and, if requested, to submit further relevant documentation.

Authorized Company Signatures (6)

Place/date	Company stamp
Legally valid signature(s) X	X
First name(s)/last name(s)	

Signature of the principal card applicant (7)

Place/date	Signature of the principal card applicant X
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As representative of the customer

Authorized signatures of the financial intermediary

Authorized signatures X	X
(First Name/Last Name)	(First Name/Last Name)

Place/date	Name and stamp of the financial intermediary
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N. Client ID _____

Terms and Conditions for the provision of Business Visa cards by Cornèr Europe LTD

The following terms and conditions for cards Business Visa apply to contractual relations between the company applying for a card for its employees, the employee, who is the Holder of one or more Visa credit cards and Cornèr Europe LTD.

1. Definitions

In these Terms and Conditions for payment Cards (the «Terms and Conditions»), the following terms have the following meanings:

- 1.1. «**Affiliated Banks**» refers to a financial establishment which accepts cash withdrawals from Cashpoint Machines or its branches by the Cardholder using the Card;
- 1.2. «**Affiliated Merchant**» refers to an entity that is part of the Visa network and consequently accepts cashless payment for products and services by the Cardholder using the Card;
- 1.3. «**Business Day**» refers to any day on which the Card Issuer is open to perform Payment Transactions;
- 1.4. «**Card**» refers to any personal and non-transferable payment card, issued by the Card Issuer at the company's request, employer of the Cardholder, who completed the Card Application (the «Card Applicant»). If applicable, the term «Card» within the meaning of these Terms and Conditions includes the Card(s) issued in the name of the Cardholder in its capacity as an employee of the Card Applicant;
- 1.5. «**Card Applicant**» refers to the company completing the application form for the issuance of a Card for the benefit of one of their employees (the «Cardholder») to make any payment in connection with the performance of their duties within the company;
- 1.6. «**Card Application**» refers to the application form in paper or electronic format, that is provided to the Card Applicant by the Card Broker which must be completed by the latter, so that one or more Cards can be issued in the name of the Card Applicant and the Cardholder;
- 1.7. «**Card Balance**» has the meaning stated in article 2.7 of these Terms and Conditions;
- 1.8. «**Card Broker**» refers to the financial institution through which the Card Applicant requested the issuance of a card by the Card Issuer and that may assist the Card Applicant in relation to the issuance and use of this Card, in accordance with the conditions set by the Card Broker itself;
- 1.9. «**Cardholder**» refers to the person for whom a Card has been issued upon instruction from the Card Applicant and which is the authorised user of this Card;
- 1.10. «**Card Issuer**» or «**Issuer**» means the company Cornèr Europe AG, whose registered office is located in Städtle 17, 9490 Vaduz, Principality of Liechtenstein, registered in the trade register of Liechtenstein under number FL-0002.577.203-7, email address: info@corner-europe.li. The Card Issuer is authorised in the Principality of Liechtenstein as an electronic money institution, subject to regulation by Autorité de Surveillance des Marchés Financiers [Financial Markets Authority] of Liechtenstein, which has its registered office at Landstrasse 109, 9490 Vaduz, Principality of Liechtenstein;
- 1.11. «**Cashpoint Machine**» refers to a terminal equipped with an electronic device to accept payment Cards, identified by the symbols representing the acceptance of Visa and enabling the Cardholder to withdraw money by entering a PIN;
- 1.12. «**Incident**» means the loss or theft of a Card, its unauthorised use or any other use unauthorised by the Cardholder or by third parties or disclosure of the PIN or other personalised security features, that are made available to the Cardholder for the benefit of third parties, even if this disclosure was involuntary or only suspected;
- 1.13. «**Invoice Date**» has the meaning stated in article 10.1 of these Terms and Conditions;
- 1.14. «**Member State**» means a Member State of the European Union; States which are members of the European Economic Area (the «EEA») are considered to be members, subject to the provisions of the Agreement on the European Economic Area and the provisions applicable in this context;
- 1.15. «**Payment Beneficiary**» refers to a natural or legal person who receives the amount transferred as Beneficiary for payment as part of a Payment Transaction;
- 1.16. «**Payment Beneficiary Service Provider**» refers to the institution that executes a Payment Transaction on behalf of the Payment Beneficiary;
- 1.17. «**Payment Order**» refers to an instruction given by the Cardholder to the Issuer to execute Payment Transaction;
- 1.18. «**Payment Services**» means the following Payment Services provided by the Card Issuer: (i) execution of payment Transactions within the Payment Limit determined by the Card Issuer within the meaning of point 4 below; (ii) Card issue; (iii) execution of Payment Transactions initiated by the Cardholders;
- 1.19. «**Payment Transaction**» refers to the transfer of an amount to the Beneficiary of the payment ordered by the Cardholder through the Payment Beneficiary using a Card or withdrawal of a sum using the Card from a Cashpoint Machine or at a branch of an Affiliated Card Issuer;
- 1.20. «**PIN** (personal identification number)» refers to the secret personal number provided to the Cardholder for the use of a Card.
- 1.21. «**Spending Limit**» has the meaning stated in article 2.7. of these Terms and Conditions;

2. PIN/issuance of Cards/fees and commissions/use of the Card/role of the Card Applicant

- 2.1. Upon receipt of the Card Application signed by the Card Applicant, if all conditions are met, the Issuer will issue a Card in the name of the Card Applicant and the Cardholder and make it available to the Cardholder. If the Issuer refuses the issuance of the Card, it must inform the Card Applicant specifying the objective reasons for the refusal of issue.
- 2.2. For use of a Card, the Card Issuer provides the Cardholder with a PIN for personalised security. **The Cardholder shall keep the PIN confidential and must not record the PIN or transmit it to another person**, not even to persons working for the Card Applicant or to individuals who say that work for the Card Broker or the Card Issuer and identified as such.
- 2.3. The Card(s) and/or PINs are sent to the Card Applicant for the attention of the Cardholder. For security reasons, the PINs and Cards are sent in separate letters to the Cardholder. When a Card is sent to the Cardholder, the latter must immediately sign the back of the Card. If the signature is missing on the Card, an Affiliated Merchant and/or Affiliated Bank may withhold the payment or the withdrawal using the Card.
- 2.4. The Cards and PIN shall remain the property of the Card Issuer and are issued against payment of annual fees indicated in the Card Application, in a separate document or in another appropriate form. The Card Issuer charges for the use of the Card, in accordance with the applicable tariff indicated in the Card Application or any later amendment, if applicable. The Cardholder undertakes to verify, before each Payment Transaction, the applicable fee to the said Payment Transaction. In addition, the Card Applicant and the Cardholder agree that additional fees may be charged, especially if the Card Issuer communicates to the Cardholder its refusal to execute a Payment Transaction for legitimate reasons. The Card Applicant and the Cardholder are aware that the use of the Card may lead to other costs and/or costs that are not paid via the Card Issuer or charged by the Card Issuer. In particular, the Card Applicant and the Cardholder are jointly and severally liable for the telephone costs and fees charged by its internet access supplier or similar costs, as well as the costs related to Payment Transactions (such as the fees that may be charged by Affiliated Transactions/Affiliated Banks).
- 2.5. The Card Applicant and the Cardholder must immediately inform the Card Issuer and Card Broker in writing in case of changes to information provided in the Card Application including changes of personal data or address.
- 2.6. The Cardholder is authorised to use the Card exclusively for professional purposes as follows:
 - on national territory and abroad, to pay without cash the Affiliated Merchants of the Visa networks for their products and services; and
 - to withdraw money from cashpoint machines and branches of the Affiliated Banks worldwide only if the Card

Applicant expressly authorised these withdrawals in the Card Application.

- The Cardholder undertakes to use the Card for the aforementioned purposes. The Card is a method of payment without cash. The Cardholder can only withdraw amounts not exceeding the current balance of the Card (the «**Cash Balance**») within the limits set out by the Card Issuer at any time, solely for transactions relating to goods and/or services in legal trade. The Affiliated Merchants and Affiliated Banks' Cashpoint that provide services in cash are identified by the acceptance symbols on the Card. Affiliated Merchants and/or Affiliated Banks have the right to require proof of identity. Other services and functions than those listed above, available using the Card, may be offered in the future. **The Card (including PIN) is non-transferable and is issued exclusively for personal use of the Cardholder. The Card should be kept in a safe place and be protected against unauthorised access and/or unauthorised use by third parties. The Cardholder is responsible for all the consequences resulting from the failure to comply with the obligation to protect the PIN and/or the Card.**
- 2.7. The Card Applicant and the Cardholder shall be jointly and severally responsible for paying any and all applicable fees, and for compliance with all the obligations arising from the use of the Card, as stated in the monthly accounts, insofar as the Cardholder has used the Card for professional purposes for the performance of its functions within the Card Applicant. Unless otherwise specified in the Card Application, the Card Applicant and the Cardholder are authorised to issue declarations (e.g. claims for unauthorised Payment Transactions, notifications of Incident, etc.) and receive information (including, in particular, monthly statements and any changes or additions to these Terms and Conditions).

3. Validity/payments/refusal of payment orders

- 3.1. The Card is valid only until the expiry date noted on the Card and is automatically extended, if it is not terminated in accordance with these terms. The Card Issuer has the right to exchange the Card free of charge against a new card, even during the period of validity for legitimate reasons. After the issuance of a new Card or the end of entitlement of the Cardholder to use the Card (e.g. in the case of termination of the agreement for provision of the Payment Card), the Cardholder must immediately return the (previous) Card to the Card Issuer or destroy it.
- 3.2. The Card Issuer informs the Card Applicant and Cardholder of the Spending Limit: the maximum limit of expenditure is indicated in the Card Application. The Spending Limit decreases with the increased use of the Card, in accordance with article 2.7 of these Terms and Conditions. Using the Card in excess of the Spending Limit are not permitted; if, additionally, the Card Issuer accepts spending in excess of the limit, without being obliged to do so, the Card Applicant and the Cardholder shall immediately reimburse the Card Issuer the full amount which exceeds the Spending Limit.
- 3.3. For prepaid cards, the Card is issued for use with a Spending Limit which corresponds to the sum paid by the Card Applicant, after deduction of the annual fees. The Spending Limit decreases with the increased use of the Card, in accordance with article 2.7 of these Terms and Conditions and increases with the following payments. In the event of renewal of the Card, the balance of the previous Card is transferred to the new Card after deduction of the annual fees.
- 3.4. The Card Issuer is entitled to refuse the execution of one or more payment orders made using the Card, if:
 - the Payment Transaction has not been authorised in accordance with article 4 of these Terms and Conditions;
 - the execution of the Payment Order results in exceeding the authorised Spending Limit; or
 - if the Card has been blocked or withdrawn in accordance with article 12 of these Terms and Conditions.
 The refusal is communicated to the Cardholder:
 - with an ad hoc message displayed on the Card terminal or the Cashpoint Machine; or
 - by communicating the refusal to the Cardholder by the Affiliated Merchant/Affiliated Bank.
 In this case, the Card Issuer is not required to send an additional communication of refusal, in particular a written communication, to the Cardholder.

4. Authorisation of Payment Transactions/revocation/liability of the Card Issuer in connection with the use of the Card

- 4.1. The Card Issuer must act in accordance with the payment orders given by the Cardholder. Payment Orders are issued using the Card. When the Card is used to pay for products or services without cash, the Cardholder authorises the Payment Transaction either by signing the corresponding document which is presented by the Affiliated Merchant, or by entering the PIN into the electronic device which accepts Visa that displays such Payment Transaction, or, in some cases, simply by inserting the Card into the payment terminal without signature or PIN input (e.g. for automatic fuel pumps, tolls, etc.). When the Card is used to withdraw cash from cashpoint machines, the PIN must be entered.
- 4.2. The receipt of the Payment Order by the Issuer is instantaneous. The Cardholder recognises and understands that their Payment Order is irrevocable upon its transmission.
- 4.3. In the case of a cashless payment for products or services, a Payment Transaction may also be permitted without presentation of the Card, the Cardholder authorising the contemplated Payment Transaction that is displayed on their computer screens or similar device or communicated to them by telephone generally transmitting the following data of their Card:
 - the number of the Card, that usually consists of sixteen figures;
 - the four digit the expiry date (month/year) and, if applicable;
 - the last three digits of the sequence of numbers shown on the back of the Card.
 The initiation of a Payment Order by the Card replaces the original signature of the Cardholder and has the same probative value as an original document.
- 4.4. **By issuing payment orders in accordance with these Terms and Conditions, the Cardholder irrevocably authorises the Card Issuer to execute these Payment Orders in favour of the Affiliated Merchant/Affiliated Banks. The Cardholder can no longer revoke a payment after its authorisation by the Issuer.** Therefore, a Payment Order issued by the Cardholder is executed by the Card Issuer upon receipt, without regard to subsequent revocation by the Cardholder. The Card Issuer has the right, without being obliged, to accept the revocation of a Payment Order requested by the Cardholder after the date/time mentioned above, if the Payment Beneficiary has given its consent to this. The Card Issuer may charge a fee for such revocation.
- 4.5. The Cardholder notes that the Card Issuer is not responsible for the behaviour of an Affiliated Merchant and/or an Affiliated Bank, particularly if the Affiliated Merchants and/or Affiliated Banks or Cashpoint Machines do not accept the Card for any reason whatsoever.
- 4.6. **The Card Issuer and the Card Broker are third parties with regard to disputes between the Cardholder and an Affiliated Merchant and/or Affiliated Bank.** These cases are settled exclusively between the Cardholder and the Affiliated Merchant and/or Affiliated Bank. **These disputes do not release the Card Applicant or the Cardholder from the obligation to satisfy the claims of the Card Issuer or the Card Broker against the Card Applicant and Cardholder** resulting from the use of the Card. This applies, for example, in the event of late delivery or non-delivery of goods or services paid using the Card to Affiliated Merchants. In the event of disputes or claims of all types in relation to these products or services or with the exercise of a right in this context, the Cardholder shall exclusively contact the Affiliated Merchant. A refund on the Card is only paid to the Cardholder in the event of cancellation of a Payment Transaction by an Affiliated Merchant and/or Affiliated Bank or an unauthorised or incorrect execution or non-execution of a Payment Transaction as provided for in article 8 of the Terms and Conditions.

5. Receipt and processing of payment orders

- 5.1. A Payment Order issued using a Card is deemed to have been received by the Card Issuer if it has actually been

transferred to it by the Payment Beneficiary in the currency provided for in the agreement for the provision of the Payment Card (cf. article 7 for other currencies), all payment orders, or authorisations that are received by the Card Issuer after 6:00 pm on a day which is not a Business Day are deemed to have been received the following Business Day at the office opening time of the Card Issuer. **The Card Applicant and the Cardholder become debtors to the Card Issuer as regards the amounts paid by the Card Issuer to the Affiliated Merchant and/or the Affiliated Bank.** This also applies to cash withdrawals from cashpoint machines where these are authorised. Amounts owing from the use of the Card are deducted from the Card Balance.

5.2. The Cardholder and the Card Applicant can view the Card Balance at any time via online access provided on the website of the Card Issuer. It may be that the Card Balance which can be accessed via the internet does not include current Payment Transactions, given that they are not registered in real time. As a general rule, it includes all Payment transactions received by the Card Issuer until the evening of the previous Business Day.

6. Exchange rate

6.1. If the Card is used in a Member State in a currency of another Member State, exchange rates are set by the Card Issuer on the basis of an exchange rate that corresponds to the Visa reference exchange rate for Visa Cards which applies to Payment Transaction in question. Since exchange rates fluctuate, the Cardholder undertakes to consult the applicable exchange rate before any Payment Transaction for which a currency conversion is necessary. Information on the exchange rates applied by the Card Issuer appear in the Card Application. The date of currency conversion is no later than the date on which the Payment Transaction is credited to the account of the Service Provider of the Payment Beneficiary.

6.2. The Card Applicant and the Cardholder accept that the exchange rate may change at any time. Therefore, the Card Applicant and the Cardholder take note that the exchange rate applied to a Payment Transaction is the one which is valid at the time the Payment Transaction is executed. The Card Applicant and the Cardholder agree that any change in the exchange rate is applied immediately and without prior notice, if the changes are based on the reference exchange rate. The Cardholder may consult information on the applicable exchange rate after such change on the website of Visa Europe using the following link (http://www.visaeurope.com/en/cardholders/exchange_rates.aspx), or a link to which it refers. Changes in the exchange rate more favourable for the Cardholder are applied without prior notification. The exchange rates charged by the Card Issuer against the Euro can be compared at any time with the Euro foreign exchange reference rate as published by the European Central Bank (ECB) through the following website: <https://www.comercard.eu/en/landing/forex/forex-EU.html>. Information regarding the currency conversion charges are to be expressed as a percentage mark-up over the euro foreign exchange reference rates issued by the ECB and thus in virtue of the Regulation (EU) 2019/518 of the European Parliament and of the Council of 19 March 2019.

7. Execution deadlines

7.1. If the Payment Transaction is executed in the EEA in euros using a Card denominated in euros, the Card Issuer guarantees that the amount of the Payment Transaction shall be credited to the account of the Service Provider of payment of the Payment Beneficiary on the first Business Day after receipt of payment.

7.2. For Payment Transactions carried out in the EEA in a currency of another Member State other than those described in article 7.1, the Card Issuer guarantees that the amount of the Payment Transaction shall be credited to the account of the Service Provider of the Payment Beneficiary no later than fourth Business Day after receipt of the Payment Order.

7.3. For all Payment Transactions not covered by articles 7.1 and 7.2, the Cardholder acknowledges that the time of execution of the Payment of Transaction is subject to the operational rules for international payment systems and, in this case, the Card Issuer is not bound by aforementioned time scales.

8. Claims by the Card Applicant and the Card Holder

8.1. **Deadline to make a claim.** Any claim regarding an unauthorised or incorrect execution or non-execution of a Payment Transaction indicated in the statement provided for in article 15, must be communicated by the Cardholder or the Card Applicant to the Card Issuer in a timely manner and no later than 13 months following the date of unauthorised debit of the unauthorised, incorrect or unexecuted Transaction. If no claim is brought within this period, the Card Applicant and the Cardholder are regarded as having authorised the Payment Transactions indicated in the statement sent to the Card Applicant and the statement is considered to be definitively accepted by the Cardholder.

8.2. **Processing of extra-judicial claims** Any claim is to be sent to info@corner-europe.eu. The Issuer shall acknowledge receipt of the claim within 2 days and respond within 15 Business Days, from receipt of the claim. If a reply cannot be provided within the above-mentioned period of time, the Issuer shall inform the Cardholder, specifying that the response shall be given to the latter within the next 35 Business Days, at the latest.

8.3. **Unauthorised Payment Transactions** (if a claim is submitted within the deadline)

- In the case of a Transaction unauthorised by the Cardholder, the Card Issuer reimburses the amount of the unauthorised Payment Transaction to the Card Applicant at the latest on the Business Day after receipt of the claim at the latest.

- In the event of a loss, of theft or misappropriation of the Card, the Cardholder shall immediately inform the Issuer. In these cases, the Card Applicant remains liable in respect of all losses and damages resulting from the unauthorised Payment Transaction up to an amount of EUR 50 (or the equivalent in CHF and USD) unless the theft or loss could not reasonably be detected by the Cardholder. From the day on which the Issuer is notified by the Cardholder, the latter shall no longer be liable for any loss caused by fraudulent use of the Card.

Notwithstanding the foregoing, **the Card Applicant and the Cardholder are fully liable for the loss and damage until the notification to the Card Issuer**, whether the Cardholder has, intentionally or negligently:

- **breached their obligations in connection with the use of the Card in accordance with these Terms and Conditions** (in particular by communicating their PIN); and/or

- **notified this Incident late**, i.e. did not do so immediately after discovery of the Incident, in the conditions set out in article 11 of these Terms and Conditions.

In any event, the Card Applicant and the Cardholder are fully liable for loss resulting from unauthorised Payment Transactions, when the Cardholder has acted with a fraudulent intent, even if it has notified an Incident to the Card Issuer in time.

8.4. **Non-execution or incorrect execution of authorised Payment Operations** (if a claim is submitted within the deadline)

- In the event of incorrect execution of a Payment Order, the Card Issuer may also, to the extent possible, take steps to remedy to such incorrect execution, if the Payment Order contains all the information necessary for the Card Issuer to remedy the defect in execution, particularly where the Card Issuer has transferred an amount different from that indicated in the Payment Order. In this case, no reimbursement shall be made for an incorrectly executed Payment Transaction.

- In the event of a late execution of a Payment Order, neither the Card Applicant, nor the Cardholder shall be entitled to require the reimbursement of the full amount of the Payment Transaction in accordance with the preceding paragraphs. They may, however, be entitled to reimbursement of fees and interest, which were charged due to late such performance.

8.5. **Payment Transactions for which no specific amount has been indicated in the initial authorisation** The provisions set out in this article 8.5 do not apply when the Card is used outside the European Union or in a currency other than a currency used in the European Union.

- If the Card Applicant and/or the Cardholder consider(s) that the amount of a Payment Transaction triggered through Payment Beneficiary Service Provider exceeds the amount which the Card Applicant and/or the Cardholder could

reasonably expect, the Card Applicant and the Cardholder may send a claim for reimbursement of the Payment Transaction carried out on the basis of this Payment Order to the Card Issuer. The request must be supported by objective arguments, in particular as regards its last expenditure and the circumstances which led to the Payment Transaction in question. No objections relating to a Foreign Exchange Transaction will be accepted, if the exchange rate agreed between the Card Issuer and the Cardholder has been applied.

- In all cases, the Card Applicant is only entitled to reimbursement of the amount of the contested Payment Transaction. The Card Issuer, the Card Applicant and the Cardholder agree that taxes, fees and other costs arising from such a Payment Transaction shall not be reimbursed.

- If the Card Applicant is entitled to a refund in accordance with articles 8.4 & 8.5, a written request for a refund signed by the Card Applicant or the Cardholder must be received by the Card Issuer, in accordance with these Terms and Conditions, within eight weeks from the date on which the amount was debited from the Card. The amount of Payment Transaction is credited to the Card within 10 Business Days of receipt of the refund request from the Card Applicant or the Cardholder and on condition that the Card Issuer accepts the redemption request.

- If the Card Issuer refuses to refund the Card Applicant, it must communicate to the Card Applicant the reasons for its refusal within 10 Business Days of receipt of the refund request from the Card Applicant. This communication is made by communication methods agreed with the Card Applicant in the Card Application and/or in another relevant document (for example, a Bank Account opening agreement).

8.6. If no claim or reimbursement request from the Card Applicant or the Cardholder is received within the above time limits, the Card Issuer is not liable for any compensable consequences arising from the execution of a Payment Transaction, whether authorised or not, or the incorrect or non-execution of a Payment Transaction.

8.7. When a Payment Transaction is initiated via the Payment Beneficiary in the context of a Payment Transaction via a Card and the exact amount is not known at the time when the Cardholder consents to execution of the Payment Transaction, the Issuer may block funds in the amount authorised by the Cardholder. The Issuer unlocks the blocked funds without undue delay after receipt of information on the exact amount of the Payment Transaction and no later than immediately after receipt of the Payment Order.

9. Liability of the Card Issuer

9.1. **The Card Issuer shall not be liable** for the compensable consequences resulting from the incorrect execution, non-execution or partial non-execution of its obligations under these Terms and Conditions, in the event of **fraud, gross negligence or wilful misconduct**.

9.2. In any event, the **Card Issuer shall not be liable in the presence of a case of force majeure**, such as suspensions or failures of telecommunications systems or services of the Card Issuer itself (e.g. due to a fire or similar catastrophes, power outages, failures of IT systems or hacking of the Card Issuer's systems). The Card Issuer does not accept any liability for losses that may result from the application of statutory provisions, administrative measures, whether announced or imminent, acts of government, acts of war, revolutions, civil wars, strikes, lockouts, boycotts or blockages by strike picketing. This shall apply whether the Card Issuer is also a party to the conflict or not, whether its services are affected only partially or where such a breach of its obligations by the Issuer results from the fact that the Card Issuer has satisfied its legal obligations or not.

9.3. If the Card Issuer does not detect any fraudulent use or misuse of the Card and executes the Payment Transaction triggered using this Card, the Card Issuer may validly execute the Payment Transaction except in cases of fraud, gross negligence or wilful misconduct

10. Reimbursement of Balance of the Card/statutory time limit for revocation

10.1. The amounts charged to the Card are listed once a month on the monthly statement sent to the Card Applicant and must be reimbursed at the latest on the date indicated in the monthly statement (the "Invoice Date"). The Card Issuer shall not invoice interest, if the total amount as reflected on the monthly statement is received by the Card Issuer by the date indicated in the monthly statement. If the Card Issuer does not receive payment in full no later than the date indicated in the monthly statement, the Issuer shall formally notify the Cardholder to pay within eight Business Days the outstanding total balance shown on the monthly statement, without further notice. In such a case, the Card Issuer **invoices late payment interest at an annual rate which is set in the Card Application** on any amounts unpaid at the due date until their full payment (an interest rate more favourable for the Cardholder may be applied without notice). Payments made by the Cardholder are used first to pay interest and taxes owed.

11. Incident regarding a Card

11.1. In case of an Incident, **the Card Applicant or the Cardholder must immediately notify the Incident (no later than 24 hours from discovery of this Incident)** by telephone or by email to the Card Issuer. In the event of theft, the **Card Applicant or the Cardholder** must also file a criminal complaint for theft with the police. The Card is immediately blocked after receipt of the notification. The Card Applicant and the Cardholder undertake to assist the Card Issuer in good faith in explaining the circumstances and other relevant information in connection with the Incident and to take the measures that the Card Issuer may require in connection with investigations.

11.2. If the entire process identifying the Cardholder was correctly implemented, the Card Issuer shall not be held liable for losses arising from blockage of a Card following the notification of an Incident by a third party that identifies itself as the Cardholder or someone close to the Cardholder.

11.3. The replacement cost of a card is charged to the Card Applicant. As a general rule, replacement of a card takes at least 7 Business Days from receipt of notification of the Incident.

12. Blocking and withdrawal of the Card

12.1. **The Card Issuer has the right to block or withdraw** (e.g. at Cashpoint Machines) the Cardholder's **Card** at any time, **at its sole discretion**, if:

- the security of the Card has been compromised;
- the Card Issuer has grounds to suspect the occurrence of an Incident (e.g. after the discovery of suspicious transactions) or if it has been notified of an Incident;
- the initiated Payment Transaction exceeds the limit provided for in article 3.2 of the Terms and Conditions;
- the Card Issuer is required by law to block the Card or is authorised to terminate these Terms and Conditions for just cause.

12.2. If any of the above events occurs, the Card Issuer shall, to the extent possible, inform the Cardholder before the blocking/withdrawal of the Card, unless the Card Issuer is prohibited by law to do so. The Card shall not be held liable for the consequences of blocking or withdrawal of the Card incurred by the Cardholder and/or those resulting from the Card Applicant or the Cardholder for any delay in informing them, or failure to inform them, of such blocking or withdrawal, except in the event of fraud or gross negligence. The use of a blocked or withdrawn Card is unlawful and may be the subject of criminal proceedings. In this case, the Card Issuer has the right to provide Affiliated Merchants and/or Affiliated Banks all the information required to directly obtain the amount payable from the Card Applicant.

13. Term and termination

13.1. The Agreement for provision of the Card is concluded for an indefinite period. Either party shall be entitled to terminate the agreement at any time and without giving reasons. In the case of termination at the instigation of the Card Applicant, a notice period of one month from receipt of the termination notice must be provided, if it is the instigation of the Card Issuer, a notice period of two months from receipt of the termination notice must be provided. The termination shall be sent by registered mail.

- 13.2.2** If the Applicant or the Cardholder has not complied with its contractual obligations or if the Payment Transactions of the Cardholder could be contrary to public order or morality, **the Card Issuer may terminate the agreement with immediate effect.** In this case, all Payment Transactions shall be carried out in accordance with the Terms and Conditions; likewise Bank costs shall continue to apply to the processing of Payment Transactions in progress.
- 13.3 The termination of the agreement for provision of the Card does not bring all existing contractual relations between the Card Issuer, the Card Applicant and the Cardholder to an end. However, as a consequence, the Cardholder shall no longer be authorised to use the Card or to execute Payment Transactions in accordance with these Terms and Conditions.
- 13.4 The Card Applicant and the Cardholder acknowledge and agree that, in the event of termination of the agreement for provision of the Card within 12 months from their acceptance, **the Card Issuer may charge a termination fee to the Card Applicant**, without prejudice to all other expenses to which the Card Issuer may be entitled in the case of closure of the account.
- 14. Data processing and data protection**
- 14.1 The Card Issuer is the data controller within the meaning of the General Data Protection Regulation dated 27 April 2016 («GDPR») and must, in this respect, comply with the provisions of the GDPR and any French legislation resulting therefrom. The Card Applicant and the Cardholder acknowledge that in its capacity of data controller, during the term of the agreement and for 5 years after the end of the contractual relationship, the Card Issuer shall process, input, backup and process [sic] the data provided by the Cardholder in electronic form or in another form, for the purposes of performance of the agreement for provision of the Card and only for the purpose of providing the services requested by the Cardholder.
- 14.2 Details regarding the privacy policy implemented by the Card Issuer is set out in the document "privacy policy", that forms part of the card application. This document is also available at any time on corner-europe.li/dataprotection.
- 15. Information and statements on the internet**
- 15.1 The Card Applicant and the Cardholder acknowledge and agree that, insofar as the legal conditions for provision of information to the Card Applicant and to the Cardholder through a website are respected, the Card Issuer may decide to provide certain information exclusively via this website. Therefore, the Card Applicant and the Cardholder undertake to regularly check the website of the Card Issuer.
- 15.2 An electronic statement of Payment Transactions is produced once per month and made available to the Card Applicant and Cardholder by the online access functions on the Card Issuer's website (electronic statement). The statement shall include the Payment Transactions completed, as well as their date, charges, fees and costs. The Card Applicant and the Cardholder undertake to check the statements without delay and to inform the Issuer of any error without delay.
- 15.3 If the Card Applicant does not receive the statement in electronic form or is not able to consult the electronic statement for the month in question, it must immediately inform the Card Issuer. In the absence of notification, it shall be assumed that the Cardholder has received the statement within the aforementioned period and is aware of its content.
- 16. Notifications and requests from the Cardholder**
- 16.1 Unless otherwise specified in these Terms and Conditions, the notification or the transmission of information is carried out in the agreed manner (e.g. in the Card Application or other document) between the Card Issuer and the Card Applicant. Using the agreed method of communication, the Card Issuer provides the Card Applicant with the information needed for the technical connection of the Card Applicant to the communication method in question.
- 16.2 All notices and communications of the Card Issuer within the meaning of this agreement are considered duly received, if sent by post, three calendar days after the date of sending the notifications or communications in question or, if sent by fax, on the sending date indicated on the fax.
- 16.3 All communications, requests and questions from the Card Applicant and the Cardholder to the Card Issuer must be sent to the Card Issuer at the following email address info@corner-europe.li or using the following telephone number +423 388 9999.
- 16.4 All communications between the Card Issuer, the Card Applicant and the Cardholder relating to the issuance and use of the Card are made in the language chosen by the parties at the commencement of the contractual relationship with the Card Issuer regarding the issuance of a Card.
- 16.5 The Card Applicant may at any time during the contractual relationship with the Card Issuer, request a copy on a durable medium of these Terms and Conditions, the Card Application and any other information, the Terms and Conditions relating to the use of the Card as they appear in another relevant document, in their most recent version/ update.
- 17. Consent/transfer/compliance with statutory rules/exchange of information**
- 17.1 The Card Issuer and/or the Card Broker or their respective representatives have the right to record telephone conversations between them, the Card Applicant and the Cardholder for quality and security reasons, to save these recordings on data media and retain these for one year in compliance with the GDPR and any applicable legal provisions. The Card Applicant and the Cardholder consent to this recording and retention.
- 17.2 The Card Issuer may fully or partially transfer its rights under the Card agreement with the Cardholder to other companies of Cornèr Group ("third party") on national territory and abroad.
- 17.3 If the Card Applicant or the Cardholder does not comply with the obligations set out above, it shall be solely responsible for the resulting consequences (including possible sanctions and financial and criminal measures). The Card Issuer shall not assume any liability in this regard. The same obligations apply equally to the Beneficial Owner of an agreement entered into with the Card Issuer. If in doubt with regard to the content of the specific obligations incumbent on them, the Cardholder is responsible for seeking advice from a lawyer or other specialist.
- 17.4 If the Card Applicant or the Cardholder needs detailed monthly statements or specific information from the Card Issuer, in order to satisfy its legal, regulatory or other obligations, it must immediately notify the Card Issuer.
- 17.5 The Card Applicant and the Cardholder are also hereby informed that the Card Issuer may be required to send the name of the Cardholder or the beneficial owner of a contract concluded with the Card Issuer to the competent foreign authorities (including the tax authorities), on the basis and within the context of extraterritorial legal provisions.
- 18. Acceptance and modifications of contractual documents**
- 18.1 **The signature of the Card Application and of these Terms and Conditions together with their respective appendices formalise the consent of the Card Applicant, the Cardholder and the Issuer to the contractual relationship.**
- 18.2 **The Card Issuer has the right to modify these Terms and Conditions and any other information and terms agreed for the use of the Card**, at any time, particularly in the event of changes to statutory or regulatory provisions in the banking and financial sector, in the event of a change of regulatory provisions regarding the issuance of payment Cards or modifications affecting the conditions on the financial markets, in accordance with the Terms and Conditions.
- 18.3 If the Card Issuer intends to modify or supplement these Terms and Conditions or other conditions relevant to the use of the Card, the Card Applicant and the Cardholder shall be immediately informed of these changes in paper format or by other sustainable data medium (e.g. by email). The clauses affected by the changes/additions and their content shall be clearly identified. Insofar as the legal conditions are met, the Card Issuer may make such information available via its regularly updated website or that of the Card Broker. The proposed amendments of additions may also be implemented by a separate document, which then becomes an integral part of the agreement for the supply of the payment Card. Changes, additions and separate documents are deemed to have been accepted and will take effect within a period of two months from the date written notice sent to the Card Issuer if the Card Applicant raises no objection within this period.
- 18.4 If the Card Applicant objects to changes, additions or separate documents, it must inform the Issuer by any means, and then has the right to terminate the contractual relationship regarding their Card with immediate effect.
- 19. Applicable law/forum/ extrajudicial conciliation authorities**
- 19.1 The law applicable to pre-contractual and contractual relations between the Issuer and the Cardholder are governed by Luxembourg law.
- 19.2 All disputes relating to the provision agreement and to the Terms and Conditions (particularly with regard to their validity, interpretation or their execution) will be subject to the jurisdiction of the Luxembourg courts. Prior to any court action, the Cardholder has the possibility of making an amicable claim to the Issuer.

Version 02/2019

Privacy Policy

Duty to inform about personal data collection

Cornèr Europe LTD («Cornèr Europe», «we», «us») issues payment cards and provides related services. Cornèr Europe is part of the Cornèr Bank Group, a private and independent Swiss banking group that offers the full range of traditional banking services and has established itself in the market in the areas of private banking, credit financing, online trading (Cornèr trader) and payment cards (Cornèr card). The Cornèr Bank Group consists of the parent company Cornèr Bank Ltd. in Lugano, the four branches in Chiasso, Geneva, Locarno and Zurich, the subsidiaries Cornèr Europe LTD (Vaduz), Cornèr Bank (Overseas) Limited (Nassau), Cornèr card UK Ltd. (London), Diners Club Italia S.r.l. (Milan) and Dinit d.o.o. (Slovenia).

The protection of the personal sphere and data of our clients is of great concern to us and is at the heart of our activities. The protection of privacy and the customer data entrusted to us is therefore one of our fundamental tasks. This data protection declaration describes in detail how Cornèr Europe deals with information and personal data. The following information is intended to give you an overview of the processing of your personal data by Cornèr Europe and your rights under data protection law, for instance which information is processed and how it is used, depends significantly on the services requested and/or agreed on.

Please also note the relevant legal provisions and privacy statements of the card schemes (e.g. Visa) and other service providers who provide their services as part of the payment processes independently of Cornèr Europe.

1. Who is responsible for data processing and whom can I contact?

Cornèr Europe LTD, Städtle 17, 9490 Vaduz
E-mail: dataprotection@comereurope.li

2. What information do we collect and use?

2.1. In general

We process personal data that we obtain from our customers in the course of our business relationship. To the extent necessary to provide our services, we also process personal data lawfully obtained from publicly available sources (e.g. commercial registers, newspapers, Internet) or information transmitted to us by authorized third parties.

If necessary in connection with the products and services that we are preparing or providing to you, we may also collect information about third persons, such as additional cardholders or account holders, business partners (including other shareholders or beneficial owners), dependent persons or family members, representatives, authorized signatories, joint guarantors, etc. We ask you to give such persons a copy of this Privacy Policy before providing us with information concerning them.

This Privacy Policy also applies to persons who have no contractual relationship with Cornèr Europe but whose information is processed by Cornèr Europe for other reasons (e.g., persons who write or otherwise contact us; visitors of our websites; recipients of information and marketing communications; contact persons of our suppliers; purchasers and other business partners; participants in competitions, contests and customer events; visitors of our premises).

2.2. In the course of our services and business relationships

In connection with providing our services, we collect various personal data; including:

- Personal information such as surname, first name, date of birth, place of birth, nationality, place of residence, telephone number, address and e-mail address as well as documents for establishing customer identity (copy of your identity card or passport) and authentication data (e.g. specimen signature). Furthermore, data of persons close to you may be processed insofar as this is necessary to fulfil the legal obligations of Cornèr Europe.
 - personal information that is shared with Cornèr Europe or collected by Cornèr Europe itself (data on customers and payment cards) during the application process for the requested service or the effective period of a contractual relationship (e.g., in connection with issuing assets statements, in case of asset transfer, or collection of outstanding claims or when handling insurance claims);
 - personal information provided by customers participating in the loyalty or bonus programs of Cornèr Europe (or associated partners), entered during registration for the bonus program or while participating in that program, on the website or on dedicated product websites or Apps of Cornèr Europe or of its partner, or when using the Self Service Portal of Cornèr Europe;
 - financial information and financial background, including an overview of payments and transactions and information about your assets financial and tax reports, etc.;
 - your tax domicile and other tax-relevant information and documents;
 - If applicable, professional information about you, such as job title and professional experience;
 - identifiers that we assign to you, such as your customer or account number, your payment card number or other internal identification numbers;
 - transaction data from the use of the cards (data relating to purchase and cash withdrawal details). Such data may include, for example, the point of acceptance; the amount of the transaction; the date and time of the transaction; the mode of use of the card (e.g., online, contactless); the number of failed attempts to enter the PIN; the selected currency. More detailed information will be collected only in certain transactions. In such cases, however, Cornèr Europe will generally be unable to identify what was actually purchased. If certain payment card products require the transmission of detailed information regarding the use of the card, we will inform you separately (e.g. in the terms and conditions of the corresponding product);
 - data that Cornèr Europe obtains lawfully from third parties (e.g., intermediating banks, publicly available databases or registers such as the commercial register)
 - risk information Cornèr Europe collects or generates for risk management purposes such as client due diligence data (including periodic review results), client risk profiles, screening alerts (transaction screening, name screening), tax data or complaint information;
 - details on our mutual business relationship and on the products and services you use, as well as information arising from the performance of our contractual obligations;
 - possibly, recordings of telephone conversations between you and Cornèr Europe;
- as well as other data similar to the above-mentioned categories.

2.3. During the use of our websites and applications

– **Website visits:** When you visit our websites, the personal data we process depends on the relevant product offer and feature. Such data may include technical data such as information about the date and time of access to our website, the duration of the visit, the pages consulted, information about the hardware used, the quantity of data transmitted and the outcome of the access, information about your web browser, the

browser language and the requesting domain and the IP address (no additional data will be recorded by our website unless you make such disclosures voluntarily, e.g., in the course of registration or a query). We use such data for providing the website, for reasons of IT security and to improve the user-friendliness of the website. We also use «Cookies»: i.e., files that are stored on your terminal when you visit our website. In many cases, cookies are necessary in order for the website to function and are automatically deleted after the visit. Other cookies are used to personalize our product offer or allow us to display targeted advertising on third-party websites and are stored for a certain time. Moreover, we use services such as Google Analytics & Adobe Analytics (cookies stored 30 days max.), which collect detailed information about the visitors' behaviour on the relevant website. We may also integrate functions of service providers like Facebook, which may lead to that service provider receiving information about you, but in most cases we do not know the website visitors' names.

– **Online offers and apps:** When you make use of our online offers, we also process personal data (even if you do not purchase any goods or services). Such information includes the type of offer, data about the customer account and how it was used, and information about the installation and use of mobile applications («Apps»).

3. Why do we process your data? (Purpose of processing)

We always process personal data for a specific purpose and only to the extent necessary to achieve that purpose. The main purposes of such data processing are as follows:

- a) **Negotiations, formation and execution of contracts**, including to confirm your identity and evaluate your application, and to run checks on compliance with statutory or regulatory requirements (e.g., compliance with anti-money-laundering and anti-fraud laws and regulations);
- b) **Risk management and provision of payment card products & services**
 - Data processing to meet Cornèr Europe's internal operational requirements for **credit and risk management**, system or product development and for planning, insurance, audit and administrative purposes;
 - Data processing to **provide payment card products and services** and to ensure their correct performance, e.g., through proper identity checks and by making deposits and withdrawals on your card in accordance with your instructions and with the terms and conditions of the relevant product;
- c) Regarding payment cards, we process the collected data to perform the **card agreement** and **manage the relationship**. Please note the following in this regard:
 - i. Cornèr Europe processes the collected data for **risk management purposes**, in order to identify the risks associated with issuing cards (e.g., financial and market risks). This is necessary, in particular, because Cornèr Europe assumes the financial risk of the cardholder relationship (credit risk). The authorization to process data for risk purposes is irrevocable, because Cornèr Europe needs to do so in order to calculate and control its financial risk. **The only way to oppose to such data processing is by terminating the card agreement.**
 - ii. Regarding the **use of the card**, the transaction information is transmitted by the points of acceptance (merchants or ATMs) to Cornèr Europe. Such transmission generally takes place over the global networks of the international card organisations (e.g. Visa - see the privacy policy of Visa). We subsequently check, authorize and bill the transactions to the cardholder.
 - iii. When **authorizing and debiting the transactions**, Cornèr Europe takes various measures at its own discretion to prevent fraud and thus protect the cardholder. Transactions and authorisations are monitored for misuse and a defined set of rules can reject authorisations or transactions or temporarily block cards. As a preventive measure, cardholders are contacted in order to check whether authorisations or transactions are to be qualified as abusive.
 - iv. Moreover, the cardholder's data are processed in the **transaction complaint and chargeback process**, e.g., in order to clarify unknown transactions or in case of unjustified debits. In that process, transactions are verified in detail. Data is also collected and processed for the settlement of insurance claims, in order to clarify the claims in cooperation with our insurance partner.
 - v. If payment cards are marketed by Cornèr Europe's partner companies as private cards to consumers or as corporate cards to the corresponding companies and their own clients, information about the cardholder's use of the payment card (e.g., transaction data) is forwarded to the corresponding partner companies. However, the transmitted data is made anonymous in advance so that, as a rule, no conclusions can be drawn about the respective end customer.
- d) **The management of our relationship with you (client relationship management)**, e.g., concerning the products and services provided by us and by our business partners, to handle customer service issues and complaints, to facilitate debt collection, to clarify your place of residence (for example, if we can no longer reach you);
- e) **Loyalty programs of partner companies:** Cornèr Europe may operate and manage **third-party loyalty programmes**. In this role, it acts as a data processor and processes personal data collected by the provider of the loyalty programme (data controller). The data processing on the part of Cornèr Europe takes place exclusively for the purposes and according to the instructions of the provider of the loyalty programme. The purposes of processing the personal data of the participants in the loyalty programme depend on the respective programme and are determined by its provider;
- f) **Measures to improve our products and services and the technologies we use**, including verification and updates of our systems and processes, and for **market research purposes**, in order to find out how we can improve our existing products and services or what other products and services we might sell;
- g) **Information and direct marketing:** We process personal data in order to send out information and advertisements (including through push notifications) concerning products and services which, in our opinion, may be of interest to you, including the products and services sold by us, or by our business partners. For example, when you sign up for a newsletter or SMS notification service, we process your contact data; in the case of e-mails, we also process information about your use of the messages (e.g., whether you opened an e-mail and downloaded the embedded images), so that we can tailor our offers to you and generally improve them. To find out more about you as a customer, we may also create profiles, e.g., by analysing which types of our products and services you use, how you wish to be contacted, etc. Cornèr Europe may also send a reminder e-mail to prospective customers who visit our websites, are interested in specific products and services and have stored their data in the contact form of the respective website. **By signing this Privacy Policy Notice, you accept to receive information and advertisements. You can however at any**

given time opt out of being sent information (block on advertising) or generally revoke any prior consent you may have given to data processing for marketing purposes by sending Cornèr Europe a written request to that purpose, including by e-mail (see information below on the right to object);

- h) In addition to article 10 below, in connection with its products, Cornèr Europe may create customer, consumption and preference profiles from personal and transaction data collected for marketing purposes which enable Cornèr Europe to develop and offer attractive products and services to customers or to comply with specific legal and regulatory requirements. Cornèr Europe may send customers such information about its own products and services or those of its partners via the available communication channels (e.g., by post, e-mail, push notifications). **By signing this Privacy Policy Notice, you accept to receive these communications. You can however, at any given time, opt out of being sent information (block on advertising) or generally revoke any prior consent given to data processing for marketing purposes by sending Cornèr Europe a written request to that purpose, including by e-mail (see information below on the right to object);**
- i) **Customer events:** We also process personal data when we hold customer events (e.g., advertising events, sponsoring events, cultural and sports events). Such data may include the first and last names of the participants and/or prospective customers, their postal and/or e-mail address and possibly other information, such as their date of birth, depending on the circumstances. We process such information in order to carry out the customer events but also in order to make direct contact with you. For further information, see the relevant terms and conditions of participation. **By signing this Privacy Policy Notice, you accept to receive information concerning customer events. You can however at any given time opt out of being sent information (block on advertising) or generally revoke any prior consent given to data processing in the context of such customer events by sending Cornèr Europe a written request to that purpose, including by e-mail (see information below on the right to object);**
- j) **Competitions, contests and similar events:** We occasionally organize competitions, contests and similar events. In so doing, we process your contact data and information about your participation in order to carry out the competitions and contests, and if necessary in order to communicate with you about such events and for advertising purposes. For further information, see the relevant terms and conditions of participation. **Every customer can opt out of being sent information (block on advertising) or generally revoke any prior consent given to data processing for such competitions, contests and similar events by sending Cornèr Europe a written request to that purpose, including by e-mail (see information below on the right to object);**
- k) **Regarding fulfilment of our ongoing regulatory and compliance obligations** (e.g., financial, anti-money-laundering and tax laws), including in connection with the recording and monitoring of communications, the disclosure of data to tax authorities, financial regulatory authorities and other supervisory and/or national authorities and for crime detection or prevention;
- l) **Law enforcement:** We process personal data in various situations in order to enforce our rights, e.g., in order to enforce our claims in or out of court and to enforce or defend ourselves against claims before foreign or domestic authorities. For instance, we may inquire into the chances of success in litigation or file documents with an authority. In so doing, we may process your personal data or forward it to third parties in the home country or abroad, to the extent necessary and permissible;
- m) Measures to **prevent and investigate crimes** and to ensure the safety of our customers, employees and other third parties;
- n) Exceptions to the safeguarding of the domiciliary right, including measures for building and plant security (e.g. access controls)
- o) **Ensuring IT security** and IT operations of Cornèr Europe (including processing of personal data in test environments, where the information is generally pseudonymized in advance);
- p) To perform **transaction analyses and statistical analyses and similar analyses;**
- q) **For the operational business management of Cornèr Bank Group and its affiliated companies (Cornèr Group)** (including credit and risk management, insurance, auditing, system and product training and similar administrative purposes);
- r) **Business partners:** We work together with various companies and business partners, e.g., with suppliers, with commercial purchasers of goods and services, with joint venture partners and with service providers (e.g., IT-service providers). In so doing, we process personal data concerning the contact persons in those companies (e.g., names, position, title and communications with us), for contract preparation and performance, for planning and bookkeeping purposes and other contract-related purposes. Depending on the field of business, we may also be required to run more detailed checks on the relevant companies and their employees, e.g., through a security check. In that case, we collect and process further information. We may also process personal data to improve customer guidance, customer satisfaction and customer loyalty (Customer/Supplier Relationship Management); **as well as for other purposes of which you will be informed on a case-by-case basis.** Much of the aforementioned processing is performed to fulfil contractual obligations or for pre-contractual measures at your request (items a), b), c)ii., c)iii., c)iv., c)v., d), q)). Other processing is performed when required by law or in the public interest (items a), j), p)). For instance, such legal obligations may arise from applicable regulations concerning Banking, Collective Investment Schemes, the Anti-Money Laundering, the Consumer Credit, the Mortgage Bond, as well as various tax laws and regulatory ordinances issued by the competent supervisory authorities. Finally, some forms of data processing are performed to protect our legitimate interests or those of third parties in the context of a weighing of interests (items c)i., e), f), g), h), i), k), l), m), n), p)). If you would like further details about the weighing of interests, please contact us (contact details in section 1). In specific cases, we will ask for your consent for personal data processing for certain purposes (e.g., transfer to third parties for their own marketing purposes). Such consent must be given separately and can be revoked at any time.
- 4. Who will receive my data?**
Regarding the transfer of data to recipients outside Cornèr Europe, you should first remember that we treat all personal data with the utmost confidentiality. We are permitted to disclose information about you only when so required by law, or you have granted your consent (e.g., in order to carry out a financial transaction that you ordered from us or when using your payment card), or if processing is necessary for the performance of a contract to which you are party or when we are authorized to disclose certain information.

4.1 Within the Cornèr Group

Within Cornèr Europe, your data is made available strictly on a need-to-know basis for the performance of our contractual and statutory obligations.

Cornèr Europe belongs to Cornèr Group. We may transfer personal data to other Cornèr Group companies for intra-Group management purposes (including for risk management pursuant to statutory or administrative obligations) and for various processing purposes, to the extent permitted by law. In so doing, your personal data may, to the extent permitted by law, be processed and linked with personal data from other Cornèr Group companies for the relevant purposes.

4.2 Third parties

When we provide you with products and services, we give personal data to individuals who are acting on your behalf or otherwise participating in the transaction (depending on the type of products or services you make use of), including the following types of companies described below, where applicable.

- Other lending and financial services institutions or similar establishments, with which we share your personal data (for instance, depending on the contract, correspondent banks, upstream paying agents, as well as clearing houses and clearing or settlements systems as well as specialized payment providers or payment institutions and provider of payment security systems, such as 3D Secure);
- Parties who participate in a transaction (e.g., payees, beneficiaries, authorized signatories on an account, intermediaries) or assume a risk in the course of or in connection with the transaction (e.g., an insurer);
- the relevant card organisation (e.g. Visa) and the acquiring companies that have agreements with individual merchants for purposes of acceptance of those cards;
- other financial institutions, credit or economic rating agencies (for the purpose of obtaining or issuing credit information and credit assessment).

4.3 Service providers

Your data may also be received for the above-mentioned purposes by the service providers or subcontractors we hire if they enter into appropriate confidentiality agreements. Such businesses include providers of banking services (incl. investment services), IT services (including hosting service providers), logistics, printing, telecommunications, debt collection, payment transactions, credit rating agencies, advice and consulting, as well as sales and marketing. In such situations, we protect your personal data in such a way as to ensure that the subcontractor complies with our data security standards.

4.4 Government authorities or regulatory authorities

If necessary, we also disclose personal data to government authorities, regulatory authorities or government agencies (e.g., financial authorities, criminal prosecution authorities), including when so required by laws or regulations or other rules of conduct, or when disclosure is demanded by such authorities or agencies.

4.5 Other cases

In the case of a **sale of all or part of our business** to another company or in case of the restructuring of our business, personal data will be shared to make it possible for you to continue using the relevant products and services. We usually give personal data to potential purchasers, too, if we are considering a full or partial sale or full or partial spin-off of a business unit. We take precautions to ensure that such potential purchasers will see to the security of the data.

We shall disclose personal data to the extent necessary for the **exercise or enforcement of legal rights**, including the rights of ourselves and of our employees and other rights-holders, or to the extent necessary in responding to inquiries by individuals or their representatives who wish to enforce their own rights or those of others.

5. Will my data be transmitted to third countries or to an international organisation?

The recipients mentioned in the previous section may reside within Luxembourg or another member state of the European Union or the European Economic Area or outside the European Union or the European Economic Area. In that case, Cornèr Europe will require such recipients to enter into a legally binding agreement to take appropriate measures to protect personal data, unless the receiving country is recognized as ensuring an appropriate level of data protection. Your data may also be transmitted to or within third countries to the extent necessary to carry out your orders (e.g., in the case of payment orders and securities trading orders), if such data transmission is required by law (e.g., tax reporting obligations) or if you have expressed your consent to that purpose.

Please contact us if you would like to examine the data transmission guarantees that have been agreed upon.

6. How long will my data be stored?

We store your personal data as necessary for the purpose for which we collected them.

In the case of contracts, we store your personal data for at least the duration of our contractual relationship. Please note that our business relationship is set up to last for years as a long-term contractual obligation.

Moreover, we store personal data whenever we have a legitimate interest in such storage. Such may be the case, in particular, when we need personal data in order to enforce or defend against claims, for archiving purposes, to ensure IT security or as long as the limitation period on contractual or extracontractual claims is still running. For example, 10-year limitation periods are commonly applicable, but there also many cases of 5-year or even 1-year limitation periods.

Furthermore, we store your personal data for the applicable statutory retention period (e.g., compliance with retention periods under tax or commercial law or compliance with the 10-year retention period required by anti-money laundering legislation).

In certain cases, we will ask you for your consent if we wish to store your personal data longer.

Upon expiry of such periods, we delete or anonymize your personal data.

7. What are my rights under data protection law?

Every data subject has the right to be informed about his or her personal data, the right to obtain its correction or deletion and to limit and/or object to its processing, and – to the extent applicable – the right to obtain a transfer of such data. Moreover, to the extent it applies to you, there is a right to complain to an appropriate data protection supervisory authority such as, for instance the Commission Nationale de protection des données: www.cnpd.lu.

You may revoke your consent to personal data processing at any time. Please note that any such revocation will only be applicable to the future. Any processing performed before the revocation will not be affected. Such revocation may result in the termination of the business relationship with you.

To exercise your rights, use the contact data provided in section 1.

8. Am I under an obligation to supply information?

In the course of our business relationship, you must supply such of your personal information as we need to initiate and conduct our business relationship and to perform the related contractual obligations and such information as we are required to collect by law. Without such data, we will not generally be able to enter into or perform the contract (in which case, we will inform you of that fact).

In particular, before we can start a business relationship with you, the anti-money laundering laws require us to check your identity by means of your identification documents and to collect and record, among others, your first and last names, place and date of birth, nationality, address and the identification document data. To enable us to meet that legal obligation, you need to provide us with the information and documents required by the Anti-Money Laundering Act, and to promptly report any relevant changes over the course of our business relationship. If you fail to provide us with the necessary information and documents we will be unable to initiate or continue our business relationship.

9. To what extent is the decision-making process automated?

We do not generally use any fully automated decision-making system to initiate and to continue the business relationship. If we use such methods in specific cases, we shall inform you of it separately, to the extent required by law.

10. Is profiling done?

In some cases we process your data automatically in order to evaluate certain personal aspects (profiling). We use profiling in the following cases, for example:

- We are required by laws and regulations to combat money-laundering, terrorist financing and economic crimes. We analyse data (e.g., in payment transactions) to that purpose, too. Such measures also help protect you.
- We use scoring in the assessment of your creditworthiness. This involves calculating the probability that a customer will not be able to meet his payment obligations according to the contract. For example, the calculation may include the earnings situation, expenditures, existing liabilities, occupation, employer, duration of employment, experiences from our past business relationship, repayment of loans according to the contract, as well as information from credit reference agencies. Scoring is based on a mathematical and statistically recognized and validated method. The scores calculated help us to decide whether or not to enter into agreements for certain products and are included in ongoing risk management (i.e., they are also used over the course of our business relationship with you).
- In order to inform and advise you about products in a manner tailored to your needs, we use analytics tools, which enable needs-based communication and advertising, including market and opinion research.

11. Data security

Cornèr Europe takes suitable technical measures (e.g., encryption, pseudonymization, logging, access control, data backups, etc.) and organizational measures (e.g., instructions to our employees, confidentiality agreements, reviews, etc.) to ensure the security of the information collected and processed against unauthorized access, misuse, loss, falsification and destruction. Access to your personal data is allowed on a strictly need-to-know basis.

Nevertheless, it is generally impossible to rule out security risks completely: certain residual risks are mostly unavoidable. In particular, since perfect data security cannot be guaranteed for communications by e-mail, Instant Messaging or similar means of communication, we advise you to send confidential information by especially secure communication tools (e.g., send it by post).

12. Biometric data

To the extent required by the applicable laws, we will request your separate express consent for the processing of biometric data (e.g., using your fingerprints or other biometric identification systems for personal identity checks).

Please note, however, that biometric identification systems related to payment card use may rely on special digital services, including mobile apps and/or Wallet Service Providers (e.g., Apple Pay, Samsung Pay), that are managed by the relevant service provider and/or operator of the operating system, and that Cornèr Europe has no access to your biometric data in that respect. We therefore advise you to read the privacy policy of the relevant service provider.

Information about your right to object

1. Right to object to the processing of your data for direct advertising purposes

In certain cases, we process your personal data in order to perform direct advertising. You have the right to submit an objection, at any time, to the processing of your personal data for purposes of such advertising; and the same is true of such profiling as is used in direct connection with such direct advertising.

If you object to such processing for direct advertising purposes, then we shall no longer process your personal data for such purposes.

2. Case-specific right to object

You have the right to object, at any time, to such processing of your personal data as is performed in the public interest or on the basis of a weighing of interests.

If you submit such an objection, we shall no longer process your personal data unless we have compelling legally protected reasons for such processing that outweigh your own interests, rights and freedoms, or unless the processing is used for the enforcement, exercise or defence of legal claims. Please note that if you make such objections, we will no longer be able to provide you with services or to maintain a business relationship with you.

Your objection, which is not subject to any conditions as to form, should be addressed whenever possible to: Cornèr Europe LTD, Städtle 17, 9490 Vaduz
E-mail: dataprotection@cornereurope.li

If you make use of more than one Cornèr Europe product or service, please specify, in exercising your right to object, which types of processing you object to. If there are uncertainties concerning the scope of your objection, we shall take the liberty of contacting you to clarify the matter.

Authorized Company Signatures (8)

Place/date	Company stamp
Legally valid signature(s) X	X
First name(s)/last name(s)	

Signature of the principal card applicant (9)

Place/date	Signature of the principal card applicant X
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As representative of the customer

Authorized signatures of the financial intermediary

Authorized signatures X <small>(First Name/Last Name)</small>	X <small>(First Name/Last Name)</small>
Place/date	Name and stamp of the financial intermediary

SEPA-Firmenlastschriftmandat / SEPA B2B Direct Debit Mandate / SEPA Mandat B2B de Débit Direct

Gläubiger-Identifikationsnummer / creditor identifier / numéro d'identification du créancier: CH 32 ZZZ 00000001042

m Wiederkehrende Zahlung / recurrent payment / paiement récurrent

m Einmalige Zahlung / one-off payment / paiement unique

Name und Adresse des Gläubigers / creditor's name and address / nom et adresse du créancier :

Cornèr Europe LTD
Städtle 17
LI 9490 Vaduz

Eindeutige Mandatsreferenz - Wird vom Zahlungsempfänger ausgefüllt / unique mandate reference - to be completed by the creditor / référence claire et non équivoque concernant le mandat – doit être remplie par le créancier :

Zahlungspflichtiger / debtor name / nom du débiteur : ¹⁰ _____

Zahlungspflichtiger Strasse und Hausnummer / debtor street and number / adresse exacte du débiteur : _____

Zahlungspflichtiger PLZ und Ort / debtor postal code and city / code postal et ville de résidence du débiteur : _____

Zahlungspflichtiger Land / debtor country / pays de résidence du débiteur : _____

Zahlungspflichtiger IBAN / debtor IBAN / IBAN du débiteur : ¹¹ _____

Zahlungspflichtiger SWIFT BIC / debtor SWIFT BIC / SWIFT BIC du débiteur : _____

Dieses SEPA-Lastschriftmandat gilt für die Vereinbarung mit (abweichender Zahlungspflichtiger) / This SEPA Direct Debit mandate is valid for the agreement with (different debtor) / Ce mandat de prélèvement SEPA s'applique à l'accord avec (si le payeur est différent) :

¹² _____

Ich ermächtige (Wir ermächtigen) den Gläubiger, Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die auf mein (unser) Konto gezogene Lastschriften einzulösen. Hinweis: Dieses Lastschriftmandat dient nur dem Einzug von Lastschriften, die auf Konten von Unternehmen gezogen sind. Ich bin (Wir sind) nicht berechtigt, nach der erfolgten Einlösung eine Erstattung des belasteten Betrags zu verlangen. Ich bin (Wir sind) berechtigt, mein (unser) Kreditinstitut bis zum Fälligkeitstag anzuweisen, Lastschriften nicht einzulösen.

By signing this mandate form, I (we) authorise the creditor to send instructions to my (our) bank to debit my (our) account and my (our) bank to debit my (our) account in accordance with the instructions from the creditor. Note: This mandate is only intended for business transactions. I am (We are) not entitled to a refund from my (our) bank after my (our) account has been debited, but I am (we are) entitled to request my (our) bank not to debit my (our) account up until the day on which the payment is due.

J'autorise (Nous autorisons) le créancier à recouvrer les paiements de mon (notre) compte par prélèvement automatique. En même temps, je donne instruction à ma (notre) banque d'effectuer les prélèvements effectués sur mon (notre) compte. Note: Ce mandat de prélèvement par débit direct ne sert qu'à recouvrer les prélèvements prélevés sur les comptes d'entreprises. Je n'ai (nous n'avons) pas le droit de demander un remboursement du montant débité après le rachat. J'ai (nous avons) le droit de donner l'ordre à ma (notre) banque jusqu'à la date d'échéance de ne pas procéder à des prélèvements.

Authorized Company Signatures

Place/date _____ Company stamp ¹³ _____

Legally valid signature(s) **X** _____ **X** _____

First name(s)/last name(s) _____

As representative of the customer

Authorized signatures of the financial intermediary

Authorized signatures **X** _____ **X** _____
(First Name/Last Name) (First Name/Last Name)

Place/date _____ Name and stamp of the financial intermediary _____