



PERK | GENERAL TERMS AND CONDITIONS FOR PERK CARDS

Version 3.0

These Terms were last updated on 18 June 2026

1 Introduction

1.1 Perk Cards are either

- a) Visa Business Platinum virtual or physical debit cards with which the Company's employees can make payments anywhere where Visa cards are accepted; or
- b) virtual debit cards that can be used to settle bookings and fees for business travels ("Lodge Cards").

1.2 The Perk Cards are connected to an account at a bank or another licensed institution that is in no way affiliated with Perk. Any payments made with the Perk Cards are deducted from this account. The Company has a separate agreement with the bank providing it with the account.

1.3 The Perk Cards can be ordered on a platform, i.e. all application modules made available to the Company by Perk in accordance with the specifications set out in the Order Form, including the Perk Mobile App and the Perk Web App, including the use of mobile payment service providers and potential new application modules arising in the course of the contractual relationship ("Platform"). The physical Perk Cards will only be shipped to a registered address of the Company within Switzerland and not to the address of an individual User.

1.4 These General Terms and Conditions for Perk Cards ("GTC") govern the legal relationship between your company ("Company") and Perk Switzerland Ltd ("Perk") as issuer of the Visa Business Platinum virtual or physical debit cards or Lodge Cards ("Perk Cards"). As a payment service provider, Perk qualifies as a financial intermediary within the meaning of the Swiss Anti Money Laundering regulation and is accordingly affiliated to the SRO VQF.

2 Scope of Application

2.1 These GTC apply to all acts concerning the Perk Cards that the Company and its employees and third parties perform or cause to be performed, particularly regarding transactions and dealing with means of identification.

2.2 Secondary and Additional Benefits (if any) regarding the Perk Cards used by the Company shall be governed by the specific product and service conditions applicable thereto and laid down in the signed order form between Perk and the Company ("Order Form").

2.3 The present GTC also apply to applying companies, mutatis mutandis.

3 Formation of the Agreement

3.1 The Agreement (as defined in the Order Form) between the Company and Perk shall be formed upon Perk's acceptance of the Company's application for the Perk Cards, as shown in the Order Form being part of the agreement between the Company and Perk.

3.2 The Perk Cards are connected to an account at a bank or another institution with the required license ("Account Provider") that is in no way affiliated with Perk ("Account"). The Company accepts that this Account shall be exclusively used for payments with the Perk Card, no other monetary transfers or withdrawals can be conducted via this Account.

3.3 Perk and/or the Account Provider may reject applications without stating any reasons.

3.4 After acceptance by both Perk and the Account Provider the Company successfully passing the KYB and setting up of the Account, the Perk Cards are connected to the Account. The Company agrees that the Account Provider and Perk may exchange information about the Company and all data in connection with the Agreement. Any



payments made with the Perk Cards are deducted from the Account when the corresponding payment was cleared. Cleared payments will be deducted from the Account and transferred by Perk for settlement with the card network.

3.5 The Account Provider currently is Hypothekarbank Lenzburg AG Bahnhofstrasse 2, 5600 Lenzburg. The Perk Cards issued to the Company are linked to the Company's account with the Account Provider. The Company is responsible for directly funding its account with the Account Provider.

3.6 Company's funds deposited to the Company's account with the Account Provider are held by the Account Provider for and on behalf of the Company only. Such funds remain Company's until they are transferred from the Company's respective account.

3.7 The Company expressly authorizes Perk, pursuant to a Power of Attorney granted by the Company, to access and manage funds on the Company's bank account with the Account Provider, but only once a transaction initiated via a Perk-issued debit card has been duly authenticated in accordance with this Agreement.

3.8 Although the Power of Attorney technically permits Perk to initiate any type of transaction on the designated account, Perk's authority under this Agreement is strictly limited to transactions directly related to Perk debit cards, including but not limited to card settlements, reversals, and related adjustments.

3.9 Perk represents and warrants that no other transactions will be executed. If any transaction outside this scope is carried out, Perk will bear full responsibility for immediately reversing it and for compensating the Company for any resulting losses or costs. Perk will also maintain appropriate internal controls and monitoring procedures to ensure compliance with these restrictions.

3.10 In relation thereto Company must also sign a separate attorney document, where Company releases the Account Provider from banking secrecy. Except for the foregoing, Perk has no other power over or rights to the Company's funds deposited with the Account Provider.

3.11 By entering into this Agreement with Perk, Company is also entering into a separate contractual relationship with the Account Provider, whereby the General Terms and Conditions of the Account Provider constitute a standalone agreement between the Account Provider and the Company, in accordance with their terms ("Account Provider Agreement").

4 Secondary and Additional Benefits regarding the Perk Cards

4.1 The Perk Cards may be associated with secondary and additional benefits ("Secondary and Additional Benefits") that are either an integral part of the Perk Cards or available as options. Secondary and Additional Benefits (if any) are defined in the Order Form of the Agreement.

4.2 Any Secondary and Additional Benefits provided by Perk shall be discontinued upon termination of the Agreement. Perk is also entitled to terminate Secondary and Additional Benefits at any time.

5 Use of the Perk Cards and Transaction Approval

5.1 The Company shall designate employees as the user of the Perk Cards. The Company shall authorize the employees and any other user of the Perk Card(s) to represent the Company vis-à-vis Perk with respect to the Perk Cards (so-called "Users"). "Finance or Admin User" refers to any person who has been granted admin and/or finance access by the Company. This access can be used to monitor and change basic settings in the Platform, such as user administration, Company settings, accounts, rules, etc. In addition, there are different types of users that can be assigned in the Platform according to the Company's authorisation processes. Perk accepts no liability for the actions or omissions of Admin and/or Finance Users outside the authorisation processes and is not liable for the origin and content of individual financial transactions when using the platform. It is the sole responsibility of the Company to ensure that the authorisation processes comply with



its internal rules and applicable law. The Company, on its own responsibility and account, instructs the employees to purchase goods and services and to use the Perk Cards as a means of payment.

5.2 The Users shall use the Perk Cards for the Company's account. There is no contractual relationship between the Users of the Perk Cards and Perk with respect to the Perk Cards. The Company shall acknowledge all:

- (a) transactions performed via the Perk Cards; Perk may clear the transaction on that basis, but is under no obligation to do so;
- (b) fees and further expenses billed by Perk to the Company in connection with the Perk Cards; (c) claims and receivables resulting from items (a) and (b) above.

5.3 The Company shall use the Perk Cards only within the limits of its financial resources. In particular, the Company may not use the Perk Cards once it becomes clear that it is or will soon be unable to meet its financial obligations, or if it becomes insolvent.

5.4 The Perk Cards shall not be used for purposes prohibited by law or by any contract and shall only be used for business expenses.

6 Means of Identification for the Use of Perk Cards

6.1 The following are considered means of identification ("Means of Identification") under these GTC:

- (a) the card number of the Perk Cards, the expiry date, the CVV, the physical card and the card PIN; and
- (b) any further elements that Perk provides to or agrees upon with the Company for identification purposes, e.g. access to the Perk App, 3D Secure and Perk App user credentials.

6.2 Anyone who uses Means of Identification in order to use the Perk Cards is presumed to be authorized to do so.

7 Limits

7.1 Perk sets global velocity items per Perk Card product. However, the Company itself via the Admin User (in the Platform) can set limits per Perk Card or per Company (for multiple Cards) ("Limit"). The Company shall draw on the Perk Cards only within the limits of its financial possibilities. The Company shall ensure that the Users only draw on the Perk Cards in accordance with the Limit. Irrespective of the Limit payments per Perk Card can only be conducted if there is enough money on the Account.

8 Fees and other Charges

8.1 The Agreement, the use of the Perk Cards and, in general, the legal relationship concerning the Perk Cards between the Company and Perk may entail fees and (third-party) costs (e.g. in foreign exchange transactions or for cash withdrawals) ("Fees") as well as other charges. Apart from third-party costs (expenses) Perk shall inform the Company of the existence, type and amount of the Fees and charges on or in connection with the application for the Perk Cards and/or in any other suitable form. They can be requested at any time from Perk's customer service. The Fees are charged to the Account of the Company.

8.2 For transactions in currencies other than the account currency, the Company hereby accepts the conversion rates set by Perk. In addition, Perk can charge a Fee for transactions performed in foreign currency or abroad.

8.3 The acceptance point may offer to execute a transaction in the account currency instead of in the national currency of the acceptance point. In that case, the Company shall accept the conversion rate set by a third-party company (e.g. card network or third-party company that links the acceptance point to the card network). In addition, Perk can charge a processing fee for such transactions. Perk recommends to always pay in the original currency proposed.



9 Monthly Statements

9.1 The Company can access electronic statements for the use of the Perk Cards via the Platform. The statement shall cover all transactions cleared in the past statement periods, Fees, and charges. Company shall check the respective Statements and in case of doubt communicate this to Perk.

9.2 Perk reserves the right not to provide a statement if no transactions occurred in the month.

10 General Security Advice and Obligations to Cooperate and Exercise Due Care

10.1 The Company hereby acknowledges that the Perk Cards may be misused in case of unauthorized access. Whenever the Perk Cards are used, devices (e.g. access to the Platform via mobile telephone, watch, tablet, computer, the terminals of merchants, etc.; hereinafter altogether the "Devices") of the Company or third parties are utilized. Devices are part of the overall system but outside the control of Perk. Perk therefore cannot assume any responsibility for Devices despite all security measures. The Company shall prevent unauthorized access to the Perk Cards and misuse thereof. The Company shall comply with all the duties of care and cooperation mentioned in these GTC, especially those listed below.

10.2 The Company shall:

- (a) take all necessary and appropriate measures to prevent unauthorized access to the Perk Cards and maintain such measures in effect;
- (b) perform the duties of care regarding Means of Identification and Devices by:
 - (i) protecting the Devices properly. The Company shall activate a suitable access control system (e.g. password, fingerprint, or facial recognition) for the Device and shall ensure that the Device is not left unattended in an unprotected state. Best practise password rotation should also be implemented. It is also necessary to ensure that no third parties are able to view the information shown on the display unit. The Company shall ensure that the authorized users log out of any online services of Perk or of third parties and delete the history data before leaving a Device unattended. The Company shall keep the operating system up to date and refrain from tampering therewith (e.g. through jailbreaking or rooting) and minimize the risk of unauthorized access to the Devices by using suitable state-of-the-art protective measures (e.g. by installing and regularly updating security programs such as firewalls and antivirus programs, and by only using software from trustworthy sources, such as official app stores). Furthermore, the Company shall always use the version of software and apps recommended by the manufacturer.
 - (ii) keeping the Means of Identification and login data (e.g. user name and password) for the Electronic Means of Communication and Devices ("Login Data") secret and not recording them in or on the Device or elsewhere, even in modified form, and taking all measures to prevent unauthorized use of the Means of Identification and Login Data.
 - (iii) not using any easily guessable combinations (e.g. telephone numbers, dates of birth, vehicle license plate numbers, names of the Company or of employees) for Means of Identification and Login Data. If the Company knows or has good reason to assume that a third party has or may have had access to Means of Identification, it shall promptly change or have the relevant Means of Identification changed within the Platform.
 - (iv) not passing the Device on to third parties for (temporary or permanent) unattended use prior to deletion of all data related to electronic communications from the Device (e.g. by deleting or resetting apps). Loss of the Device or Login Data shall be reported immediately to Perk – in case the above-mentioned data were not previously deleted – and the Company shall take all available measures to prevent further use of the Device (e.g. through remote deletion of data on the Device or by locking the SIM card, possibly via the mobile network operator). The Company shall use only such third-party Devices as provide adequate security within the meaning of these GTC and the relevant Terms of Use of Electronic Means of Communication.
 - (v) promptly informing Perk of any suspected misuse of Electronic Means of Communication



(e.g. phishing). (vi) keeping secret that it has disclosed an Electronic Address to Perk and which information it has disclosed to that purpose (e.g. mobile telephone number). (vii) taking all further measures that appear necessary and are commonly taken to protect against fraud and unauthorized transactions.

(c) Promptly notify Perk (regardless of any time difference) of any actual or even suspected loss, theft, or unauthorized use of the Means of Identification and/or the Perk Cards. If a loss is incurred, the Company must, to the best of its ability, cooperate in resolving the matter and in minimizing the loss. Suspected criminal offenses shall be reported by the Company to the appropriate police force;

(d) undertake to use the enhanced-security payment methods supported by Perk;

(e) check the monthly statements immediately and promptly inform Perk of any discrepancies. Moreover, the Company shall give Perk a written claims report, unprompted, within thirty (30) days after the statement date (if the Perk Cards were used improperly) or complaint (in case of other irregularities), together with a list of the transactions in question and the relevant documents in that respect. Failing which, statements shall be deemed to have been approved by the Company. The Company shall use the forms provided by Perk for complaints or claims reports, which are available from Perk on request or may be downloaded from Perk's website. If the Company is expressly asked by Perk to submit a claims or complaint form, the signed and completed form shall be returned to Perk within ten (10) days after the request. The Company shall promptly notify Perk in writing if it has executed transactions but could not access the corresponding monthly statement.

(f) disclose completely and accurately, on first demand, all such information as is necessary for checking applications and processing the Agreement or required on regulatory grounds (e.g. prevention of money-laundering) as well as any other information requested by Perk. Moreover, the Company shall promptly inform Perk, unsolicited, in writing or in any other manner accepted by Perk, of any changes in the personal data provided to Perk (e.g. name, postal address, telephone number, email address, income and assets, and details concerning beneficial owners). Until receiving such a notice, Perk is entitled to consider the most recently provided information to be valid, with no obligation to conduct further research;

(g) ensure that the Users are carefully selected, instructed, and monitored;

(h) protect the Perk Cards against unauthorized access and make Means of Identification available only to authorized persons and only via secure channels;

(i) be aware at all times who can access Means of Identification and the Perk Cards;

(j) promptly inform Perk if any User may no longer access the Perk Cards;

(k) give binding instructions to all persons who have access to the Perk Cards to cease using the Perk Cards as soon as they are no longer authorized to do so (e.g. upon termination of employment, withdrawal of the authorization or any other cessation of the working relationship);

(l) in case of blocking or cancellation of the Perk Cards, promptly inform the acceptance points at which the Perk Cards have been specified as a means of payment for recurring services that the Perk Card(s) has/have been blocked and/ or cancelled;

(m) secure the information in accordance with clause "Data Protection".

(n) inform the Users about the requirements mentioned under (a) to (m) and provide adequate training for them.

10.3 The Company shall require Users and all others to whom it has granted authorization to use the Perk

Cards to comply with the Agreement, including these GTC (including the duties of care and cooperation in accordance with the present Section) and shall ensure such compliance. The Company's internal policies are not enforceable against Perk.



11 Responsibility and Liability

11.1 The Company shall bear all liabilities arising out of the use of the Perk Cards. In particular, the Company shall pay for all transactions, Fees and further expenses. The Company is liable for the Users and other persons who identify themselves to Perk using Means of Identification.

11.2 Perk has a right of set-off with respect to all existing or future claims against the Company, regardless of maturity or currency and may deduct amounts from the Account.

11.3 Perk declines all responsibility for transactions performed using the Perk Cards. All disagreements, differences of opinion and complaints regarding purchases of services and goods, travel services, etc. and related claims shall be settled by the Company directly and exclusively with the third party offering said sales, services and/or travel services.

11.4 The Company shall be held accountable for the conduct of Users and others who use the Perk Cards. The Company shall bear unlimited liability in that respect even if it has exercised due care in selection, instruction, and supervision.

11.5 The Company identifies all Users and keeps current records of any User that may access or use the Perk Card(s). The Company shall check within the Platform on a regular basis that active Perk Cards correspond to Users allowed to use the Perk Cards.

11.6 The Company must make sure that all Users are screened on an ongoing basis for any potential violation of sanctions and/or anti-money laundering/counter terrorism financing regulations (including but not limited to SECO sanctions). The Company represents and guarantees to Perk that none of the Users and affiliated companies of the Company are sanctioned persons under any applicable laws and that none of the Users are politically exposed persons and/or suspects in connection with money laundering/terrorism financing.

11.7 Without prejudice to statutory or contractual liability for loss or damage caused by gross negligence or wrongful intent, Perk disclaims all liability for loss or damage that arises because the Perk Cards were used or when the Perk Cards are temporarily or permanently unusable. In particular, Perk hereby declines any liability for loss or damage:

- (a) that arises out of improper use of the Perk Cards (including by third parties);
- (b) that is covered by insurance; as well as indirect or consequential loss or damage of any kind (e.g. lost profit);
- (c) that arises because it is impossible to pay with the Perk Cards, e.g., whenever acceptance points do not accept the Perk Card, a transaction cannot be performed because the Perk Cards are blocked or the Limit has been adjusted or for technical or other reasons, as well as any loss or damage resulting from blocking or cancellation of the Perk Cards;
- (d) that arises because the Perk Cards or Means of Identification are sent (or forwarded) to or by the Company, Users or others;
- (e) in connection with offers or benefits provided by third parties (e.g. partner offers);
- (f) in connection with Secondary or Additional Benefits regarding the Perk Cards;
- (g) that arise because Electronic Means of Communication are used. Perk particularly assumes no responsibility for Devices that are used for the Perk Cards, for the manufacturers of such Devices (including the software run on such devices), for network operators (e.g. Internet providers, mobile telephone service providers) and for other third parties (e.g. operators of platforms for downloading apps). Perk excludes all liability and warranties for correctness, accuracy, reliability, completeness, confidentiality, and transmission time of any data transmitted by electronic means and resulting loss or damage, e.g., as a result of transmission errors, delays or interruptions in transmission, technical failures, permanent or temporary unavailability, hacking attacks or other failings.



12 **Term, Termination, and Blocking of the Perk Cards**

12.1 Perk may terminate the Agreement at any time via the Platform, in writing or in any other manner stipulated by Perk to that purpose, with immediate effect and without stating any reasons.

12.2 Upon termination of the Agreement, any invoiced statement amounts shall become immediately due and payable. Any amounts not yet invoiced, transactions not yet debited and other claims of the Parties under the Agreement shall become immediately due and payable when the Company receives the corresponding statement. The Company is not entitled to any full or partial refund of Fees from Perk. Any charges made to the Account after termination of the Agreement shall also be settled by the Company in accordance with these GTC and with the Order Form. In particular, the Company shall be liable for all account charges resulting from recurring services and preapproved payments.

12.3 The Company may no longer debit the Account after termination of the Agreement.

12.4 The Company and/or Perk may block or cause the Perk Cards to be blocked at any time without having to give any reasons. In particular, if Perk blocks Cards unilaterally, transactions or funds as a result of applicable sanctions, anti-money laundering or counter-terrorism financing requirements, funds may remain blocked without Perk incurring any liability.

13 **Transfer of the Agreement and Assignment of Rights, Obligations and Claims**

13.1 Perk may transfer and assign (or offer to transfer and assign) claims under the Agreement, rights, and obligations thereunder or the Agreement as a whole to third parties in Switzerland or abroad (such as financing companies in the context of securitization of receivables or other refinancing transactions, or payment collection companies). The right of transfer and assignment includes the right of re-transfer and reassignment in Switzerland and abroad.

14 **Data Protection**

14.1 Perk performs the following data processing, in particular:

(a) Perk processes personal data, including of Users, and other information of the Company and its group companies ("Data") for purposes of application of checks to provide the services agreed between Perk and the Company, of risk management (e.g. assessment of the financial situation of the Company), for security purposes (e.g. fraud prevention and IT security), for compliance with legal and regulatory provisions (e.g. combating money-laundering, terrorist financing and sanctions regulations), for test purposes and in accordance with lit (b) below.

(b) Perk processes Data for market research and marketing purposes, particularly to improve and develop cards, accounts as well as Secondary and Additional Benefits from Perk or from third parties. Perk may send the Company its own offers and those of third parties, including third-party offers unrelated to the Perk Card (e.g. financial services such as non-card-linked insurance), including by electronic means (see Clause Customer Service and Communication). The Company may waive offers under this clause lit (b) at any time, in writing or any other manner stipulated by Perk. Such a waiver may generally be made for all – physically or electronically transmitted – offers or only for offers transmitted to the Electronic Address (total waiver or waiver at least specifically of special advertising actions, newsletters, communication channels, etc.).

(c) For the purposes of lit (a) and lit (b), Perk may create or evaluate profiles to analyse or forecast financial figures and thus all Data such as Perk Card information and Data concerning Transactions and Secondary or Additional Benefits (e.g., bonus or loyalty programs), possibly in combination with further data from other sources.

(d) Perk may exchange Data with third parties to the extent necessary to check the applications and process the Agreement (including related Secondary or Additional Benefits) as outlined in the DPA which is part of the Agreement.



14.2 Whenever the Company transmits third-party Data to Perk (e.g. in the application), Perk assumes that the Company is authorized to do so and that such Data is correct. The Company shall inform such third parties of the processing of their Data by Perk.

The Company consents to Perk granting the following parties access to the Company's and their affiliates' information and Data, as well as information relating to Users of Perk Cards and any related Secondary or Additional Benefits:

- its auditors, the SRO VQF, the Swiss Financial Market Supervisory Authority FINMA and any authority entitled to request such information from Perk, mainly due to supervision of compliance with financial market regulations, such as anti-money laundering, counter terrorist financing and sanctions;
- the Account Provider and Visa Europe Limited and Marqeta Inc. for sanctions, anti-money laundering and counter terrorist financing prevention and compliance;
- group companies of Perk in Austria, Germany and the Netherlands, to whom data processing and/or transaction monitoring under the Swiss anti-money laundering and sanctions regulations may be delegated. Such companies are bound to confidentiality provisions and the applicable data protection regulations;
- tax authorities under any applicable regulations on automatic exchange of information for tax purposes;
- any other situation where Perk is required to provide information by mandatory law.

Perk shall not be liable for any loss or damage suffered by the Company, its affiliates, its employees or Users arising from Perk granting any of the above-mentioned third parties' access to their information and data.

The Company agrees to supply Perk with any information on the Company, its Users and affiliates that Perk may request and which is necessary for Perk to adhere to anti-money laundering and counter terrorist financing regulations, sanctions requirements, and fraud prevention measures, including personal information of Users.

14.3 Perk and the Company may exchange all information about use of the Perk Cards and view the individual Perk Cards transactions. At the Company's request, Perk may transmit such Data to the Company's affiliated enterprises (e.g. group companies), or other service providers of the Company in Switzerland and abroad. This information may also be exchanged electronically (e.g. via email). The Company shall inform third parties and Users about the processing of their data in connection with the Perk Cards and represents and warrants to Perk that it has informed and will inform Users of Perk Cards and related Secondary or Additional Benefits that their information is viewable, processed and stored by Perk and all the relevant third parties mentioned herein, and that the Company has obtained the relevant consents.

14.4 Further information about data processing is available in the Privacy Policy, the latest version of which can be viewed at Perk's website or requested from Perk.

14.5 Third parties may obtain knowledge of Data through Perk's data processing in accordance with these GTC and, where applicable, with the Order Form and Privacy Policy. To that extent, the Company hereby releases Perk from non-disclosure obligations.

15 Customer Service and Communications

15.1 The Company may contact Perk through email or via the Perk Platform or using the telephone number as indicated on the Perk Card. Where expressly provided by Perk, the Company and Perk may also make use of electronic means of communication (e.g. communications using the email address; "Electronic Communication" or "Electronic Means of Communication"). Perk reserves the right to refrain from processing requests for which Electronic Means of Communication are not provided for. Perk may impose a separate authorization process for use of Electronic Means of Communication for the modification of contract-related data (e.g. changes of address) or for the exchange of sensitive information or else decline to use Electronic Communication, particularly in the case of persons domiciled abroad or in the case of a foreign address.



15.2 Notifications by Perk to the Company's most recently indicated delivery address (physical postal address) or to the most recently indicated Electronic Address (see below) shall be deemed to have been delivered to the Company. For notifications sent to the Electronic Address, the delivery date shall be deemed to be the date of dispatch; for notifications sent by post (if any), the delivery date shall be deemed to be the expected date of receipt at the physical postal address, taking the transport time into account. Unless provided otherwise in these GTC or in the Order Form, time limits triggered by delivery shall begin to run on the delivery date and the legal consequences mentioned in the notification by Perk shall apply (e.g. approval of modified provisions of the GTC).

15.3 By disclosing email addresses or mobile telephone numbers ("Electronic Address"), the Company consents to being contacted by Perk by email and/or mobile telephone (e.g. SMS, MMS or a voice call), particularly for the transmission of:

- (a) important and/or urgent messages, e.g. warnings about cases of fraud, notice of exceeding the Limits, requests to make contact, and messages concerning changes to the GTC provisions;
- (b) customer relationship information, e.g. notices of messages, information about Secondary and Additional Benefits, payment reminders or information about the Agreement;
- (c) offers within the meaning of lit (b) and references to the benefits of using the Perk Cards;
- (d) confirmation or activation codes (e.g. mTANs) used as Means of Identification.

Where expressly provided by Perk, the Company may respond using the same communication channel (e.g. replies by SMS to questions concerning warnings about cases of fraud). If the Company does not want to receive any communications from Perk by email or mobile telephone, it must instruct Perk to delete the relevant contact information. The Company must be aware that in case it does not want to receive communication via the mobile phone then the Perk Card for the individual User cannot be activated. Electronic Addresses may be used by Perk for all of the Company's agreements related to private or corporate customers.

15.4 In the case of Electronic Communication, data is transported over publicly accessible open networks (e.g. the Internet or mobile networks). During Electronic Communication, data is transported over publicly available networks (e.g. Internet or mobile radio networks), sometimes unencrypted (e.g. SMS messages) and across borders (even if both the sender and receiver are located in Switzerland), and with the involvement of Third-Party Service Providers (e.g. network operators, Device manufacturers, operators of operating systems for Devices or platforms for downloading apps). During Electronic Communication, unauthorized third parties may possibly view, alter, delete and/or misuse data without being noticed. In particular, the following risks exist:

- (a) inferences about the existence of a past, present, or future business relationship;
- (b) simulation or tampering with the sender's identity;
- (c) gaining access to Devices, tampering with Devices and misuse of Means of Identification by third parties;
- (d) proliferation of malware (e.g. viruses) and other malfunctions on the Device, preventing Electronic Communication with Perk (e.g. use of Online Services);
- (e) facilitating unauthorized access through carelessness (e.g. regarding security precautions of the Device) or lack of system expertise. Electronic Means of Communication may be interrupted or blocked by Perk at any time for some or all Companies in connection with certain services, particularly when there is reason to fear abuse. By disclosing its email address or mobile telephone number and using Electronic Means of Communication, the Company accepts the related risks and any additional terms of use involved. To reduce such risks as far as possible, the Company shall fulfil, in particular, the duties of care mentioned in particular but not only clause General Security Advice and Obligations to Cooperate and Exercise Due Care lit (b) when using Electronic Means of Communication.



15.5 The Company hereby acknowledges that Perk has the right to record and store conversations and other forms of communication with the Company for purposes of proof, quality assurance and training.

The Company is required to promptly notify Perk of any significant changes regarding its authorized signatories, as well as any amendments in the commercial register that may affect the power of attorney granted to Perk. This includes the initiation of liquidation or insolvency proceedings. This applies as well in connection with information regarding the Company's group companies.

16 Changes to the GTC and Agreement

16.1 The present GTC shall supersede the previously applicable GTC for the Perk Cards as from 01.05.2026.

16.2 Perk may change the present GTC or other provisions of the Agreement at any time and notify the Company thereof. The Company shall be deemed to accept such changes unless it terminates the Agreement or parts thereof (by cancelling certain Perk Cards) by the deadline specified in the notice of change. The Agreement as a whole is only terminated if all parts of the Agreement (Order Form, software-as-a-service agreement including its annexes, GTC etc.) and all Perk Cards purchased are terminated.

16.3 By using the Perk Cards after the effective date of any change, the Company confirms that it is aware of and accepts the modified provisions of the Agreement. To the extent expressly provided for by Perk, the Company may also use Electronic Means of Communication to consent to the modified provisions of the Agreement.

17 Applicable Law and Jurisdiction, Place of Performance and Debt Enforcement in Connection with the Agreement

17.1 The contractual relationship between the Company and Perk shall be governed by Swiss law, excluding conflict-of-laws provisions and international treaties.

17.2 The place of performance and jurisdiction will be the registered office of Perk in Switzerland, as published in the commercial registry at the relevant time.

Notwithstanding the foregoing, Perk may also assert its right before any other competent authorities or courts. This shall be without prejudice to the binding provisions of Swiss law.