

# DINERS CLUB CORPORATE CARD PROGRAMME

## GENERAL TERMS AND CONDITIONS

### 1 Definitions

<b>Account</b>	the account opened in the Diners Club administration as referred to in these General Terms & Conditions
<b>Agreement</b>	the agreement entered into by the Company and Diners Club to participate into the Corporate Card Programme in accordance with the Application Form and these General Terms & Conditions;
<b>Application Form</b>	the application form to be filled in and signed by the Company in order to conclude an Agreement;
<b>Card</b>	the Diners Club Corporate Card issued to the Cardholder by Diners Club in accordance with the Cardholder Agreement;
<b>Cardholder</b>	the individual, designated by the Company as an employee or manager of the Company, to whom Diners Club has issued a Card and whose name is stated on the Card;
<b>Cardholder Agreement</b>	the agreement entered into by Diners Club and the Cardholder pursuant to the Cardholder's application form and corresponding general conditions, for the issue of a Card;
<b>Company</b>	the Company that has concluded an Agreement with Diners Club by signing the Application Form;
<b>Control</b>	the possession, directly or indirectly, of the power to direct or cause the direction of the management of an entity through the majority ownership (minimum 51% ownership) of voting securities and <b>Controls</b> and <b>Controlled</b> shall be construed accordingly;
<b>Diners Club</b>	Citibank Belgium N.V., with its registered seat in Brussels, Belgium;
<b>Financial Information</b>	the accountants' opinion letters, balance sheets, profit and loss accounts, income statements, cash flow statements and all footnotes and supplementary schedules prepared thereto of the Company;
<b>General Terms and Conditions</b>	these Diners Club Corporate Card General Terms and Conditions, as amended from time to time
<b>Services</b>	the issuance of Diners Club Corporate Cards (not being a Double Card for private expenses as described in the Cardholder Agreement) to Cardholders in the Territory pursuant to the Application Form and these General Terms and Conditions;
<b>Territory</b>	The Netherlands.

### 2 The Services

For the term hereof, and subject to these General Terms and Conditions and the Agreement, Diners Club hereby agrees with the Company to provide the Services to the Cardholders in the Territory. Diners Club shall determine which particular features the Card will include. The Cardholder shall only use the Card for those features granted to the Cardholder by Diners Club. Use of the Card is exclusively authorized for businesslike/professional purchases on behalf of the Company. The Company shall ensure that each Card is only used for such purpose.

The General Terms and Conditions of the Cardholder agreement with individual billing and/or central billing apply unimpaired to the Cardholders and the Company. The General Terms and Conditions of the Cardholder agreement with individual billing and/or central billing may contain additional obligations for the Company which the Company shall comply with. In the event that these conditions deviate from those of the General Terms and Conditions of the Cardholder agreement with individual billing and/or central billing the conditions of the Cardholder agreement with individual billing and/or central billing shall prevail.

### 3 Card issuance and renewal

- 3.1 Solely the Cardholder shall be authorised to use his/her Card. The Card is strictly personal and non-transferable. Any deliberate changes made to the card (whether by the Cardholder or another party), as well as the Card's counterfeiting and copying are prohibited and will be regarded as fraud.
- 3.2 Diners Club shall issue a Card to each aspirant Cardholder, provided that the Company has designated each such Cardholder as an employee or manager of the Company, and provided that the Company and the Cardholder have a business or commercial purpose for such a Card. The Company shall designate such Cardholder by having the Application Form signed by persons authorised to do so on its behalf in accordance with Annex A. Diners Club reserves the right to establish additional requirements to be met by (aspirant) Cardholders from time to time. The Company represents and warrants that it has used reasonable procedures to verify that the (aspirant) Cardholder's information on the respective Application Form submitted to Diners Club in order to provide the Services is true and correct. The Company represents and warrants that it has identified each (aspirant) Cardholder, in accordance with the provisions of the Anti-Money Laundering and Anti-Terrorist Financing Act any other applicable law. Any identification means of the (aspirant) Cardholder shall be stored by the Company in a manner accessible by Diners Club without any applicable privacy regulation interfering such access. If Diners Club is required to obtain any additional Cardholder's identification information, or in case Diners Club is required to provide information on identification (procedures) to any supervisor or regulatory authority, the Company agrees to cooperate with Diners Club in obtaining, verifying and providing such information.
- 3.3 The Card shall remain the property of Diners Club at any time. Each Card shall be valid up to and including the last day of the month and year indicated on the Card, unless Diners Club pursuant to the provisions of this Agreement or upon request of the Company has cancelled such Card. In so far it does not deviate from the Cardholders agreement, Diners Club reserves the right to restrict, suspend, modify or cancel the use of a Card at any time and for any reason for one, several or all possibilities of application. Diners Club is allowed to do so at any time for objective, legitimate reasons related to the safety of the Card or if there are good reasons to suspect the unauthorised use or the suspicion of unauthorised or fraudulent use of the Card. In case of restricting the Card, the reasons therefore are made public to the Company and to the Cardholder unless this announcement conflicts with security reasons or if this is prohibited by law. As soon as the reasons for restriction cease to exist, Diners Club terminates the restriction or replaces the Card.

### 4 Billing, payment procedures and liability

#### Individual billing

#### Sole liability of the Cardholder

- 4.1 If the Company has opted in the Application Form for Individual Billing and sole (individual) liability of the Cardholder, all purchases effected with the Card as well as all applicable costs (including but not limited to the annual fee) shall be charged to the Cardholder and paid by the Cardholder to Diners Club in accordance with the Cardholder Agreement. With the exception of the circumstances described in clause 4.6, the Company shall not be liable for the (payment) obligations arising from the respective Cardholder Agreement.

#### Joint and several liability of the Company and the Cardholder

- 4.2 If the Company has opted in the Application Form for Individual Billing and joint and several liability, all purchases effected with the Card as well as all applicable costs (including but not limited to the annual fee) shall be charged to the Cardholder and paid by the Cardholder to Diners Club in accordance with the Cardholder Agreement. Notwithstanding clause 4.6, the Company and the Cardholder shall be jointly and severally liable for the (payment) obligations arising

from the respective Cardholder Agreement. Diners Club will notify the Company of all charges shown on any Cardholder's billing statement which are not paid by the Cardholder when due and the Company shall pay such charges within the number of days as agreed upon with Diners Club. Notwithstanding anything to the contrary, the Company will pay or procure payment to Diners Club of all such amounts as if the Company had itself incurred such charges as primary obligor to Diners Club even if for any reason (including under any consumer protection legislation) the relevant Cardholder Agreement is or may be unenforceable. Upon request, Diners Club shall provide the Company with information on a monthly basis with respect to all charges incurred on a Cardholder's billing statement.

#### Central Billing

#### Sole liability of the Company

- 4.3 If the Company has opted in the Application Form for Central Billing and sole liability of the Company, all purchases effected with the Card by the Cardholder as well as all applicable costs (including but not limited to the annual fee) shall be charged to the Company and paid by the Company to Diners Club in accordance with the Cardholder Agreement and this Agreement. Diners Club will produce (a) detailed billing statement(s) of account at least once a month, showing expenses/amounts charged to the Account(s), sent to the address specified by the Company. The Company irrevocably undertakes to pay such charges within the number of days as agreed upon with Diners Club. Notwithstanding clause 4.6, the Company shall be liable for all (payment) obligations arising from the use of the Cards (including any applicable fees) as provided in the Cardholder Agreement and this Agreement.

#### Joint and several liability of the Company and the Cardholder

- 4.4 If the Company has opted in the Application Form for Central Billing and joint and several liability, all purchases effected with the Card as well as all applicable costs (including but not limited to the annual fee) shall be charged to the Company and paid by the Company to Diners Club in accordance with the Cardholder Agreement and this Agreement. Diners Club will produce (a) detailed billing statement(s) of account at least once a month, showing expenses/amounts charged to the Account(s), sent to the address specified by the Company. The Company irrevocably undertakes to pay such charges within the number of days as agreed upon with Diners Club. Notwithstanding clause 4.6, the Company and the Cardholder shall be jointly and severally liable for the (payment) obligations arising from the respective Cardholder Agreement. Diners Club will notify the Company and the Cardholder of all amounts shown on any Cardholder's billing statement which are not paid when due and the Company or the Cardholder shall pay such charges within the number of days as agreed upon with Diners Club. Notwithstanding anything to the contrary, the Company will pay or procure payment to Diners Club of all such charges as if the Cardholder had him-/herself incurred such charges as primary obligor to Diners Club even if for any reason (including under any consumer protection legislation) the relevant Cardholder Agreement is or may now be unenforceable.

- 4.5 Where the Company fails to fulfil the (payment) obligations as described in clause 4.3 or 4.4, Diners Club shall give the Company notice of default. Where the Company fails to rectify this situation, it shall accrue default interest immediately due and payable on the outstanding balance payable on the Account of the relevant Cardholder, the level of such default interest shall be determined and announced by Diners Club.

#### Reporting termination of employment

- 4.6 The Company is required to immediately, but in any event within 48 hours after termination, inform Diners Club of any Cardholder's termination of employment with the Company (which shall include dismissals, voluntary resignation by the Cardholder and termination due to death or illness) and hereby authorises and directs Diners Club to cancel the Card(s) of such Cardholder. The Company shall take all reasonable actions necessary to collect Cards issued to a Cardholder whose employment has been terminated and shall immediately destroy such Cards. The Company shall be liable for and shall pay all charges incurred by such Cardholder as stated on the relevant billing statement following termination of a Cardholder's employment (for whatever cause) but prior to the Company's notification of such termination to Diners Club, including any late fees associated with such charges. All such charges shall be paid within the number of days as agreed upon with Diners Club.

### 5 Annual fee

Subject to clause 4, an annual fee is to be paid to Diners Club as set out in Annex B. If the Company's annual Services spend falls short of that projected by the Company for a given calendar year, Diners Club may reassess the annual fee at the end of each calendar year. The Company shall be liable for any increased fee amount pursuant to Diners Club's re-evaluation.

### 6 Term

This Agreement shall remain in full force and effect for an initial term of one year from the effective date of this Agreement and shall continue thereafter until terminated by either the Company or Diners Club upon ninety (90) days prior written notice to the other party or otherwise terminated in accordance with this Agreement.

### 7 Termination events

- 7.1 Either party may terminate the Agreement effective immediately upon notice in writing if the other party:
  - (a) experiences a liquidation or dissolution, ceases or threatens to cease to carry on business;
  - (b) is adjudged bankrupt or insolvent or makes an assignment or arrangement for the benefit of creditors or experiences the filing of a petition in bankruptcy or for winding up, administration or any kind of reorganisation or has a receiver or trustee in bankruptcy appointed in respect of assets or has execution levied against any of its assets or suffers any similar action in consequence of debt in any jurisdiction or becomes unable to pay its debts as they fall due or is the subject of any similar proceeding with respect to its business;
  - (c) experiences any material adverse change in its financial condition and/or reputation;
  - (d) fails to meet any of its payment obligations under this Agreement when due and for ten (10) days thereafter;
  - (e) fails to meet any of its other obligations in this Agreement and does not remedy such failure within thirty (30) days after being notified in writing; or
  - (f) makes representations or warranties in connection with this Agreement which become false or incorrect in any material respect at any time during the term of this Agreement.
- 7.2 Diners Club may terminate the Agreement effective immediately upon notice in writing if the Company, through merger, consolidation, acquisition or other fundamental corporate change, experiences a change of Control or there is a sale of all or substantially all of the Company's assets.
- 7.3 All Cards can be cancelled and/or shall be deemed cancelled effective immediately upon termination of this Agreement. Upon the occurrence of a termination event, Diners Club may close each Account and demand immediate payment of the full outstanding balance (together with any charges and other amounts not yet included on Cardholder billing statements) in accordance with these General Terms and Conditions and the relevant Cardholder Agreement whereupon all such sums shall become immediately due and payable. Diners Club may also avail itself of all rights and remedies

respecting collateral and/or enforce all rights and remedies, including, but not limited to, exercising rights of set-off.

## 8 Assignment

Neither party may sell, assign, transfer, charge or deal in any other manner with this Agreement or any part thereof without the prior written consent of the other party provided, however, that Diners Club may assign or transfer any or all of its rights and/or obligations under this Agreement to companies which are member of Citigroup, to natural or legal persons with whom Diners Club has a contractual relationship or to other natural or legal persons under a legal obligation or in case of a legitimate interest. The Company shall enter into such documents as Diners Club may stipulate which may be required to effect any such transfer.

## 9 Confidentiality

9.1 Each party acknowledges and agrees that the terms of this Agreement, any software, product information, the form and format of reports and on-line computer screens, data transmissions, Cardholder information, pricing information, financial or other business or technical information of the other party shall be considered confidential and proprietary information (individually and collectively, Confidential Information) of the party providing such Confidential Information (the Disclosing Party) and, except as provided herein, shall not be disclosed by the party receiving such Confidential Information (the Recipient) to any third party without the prior written consent of the Disclosing Party.

9.2 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent that it:

- is or becomes a part of the public domain otherwise than as a result of a breach of this clause;
- is disclosed to third parties by the Disclosing Party without restriction on such third parties;
- is in Recipient's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement;
- is disclosed to Recipient by a third party which did not acquire the information under an obligation of confidentiality;
- is independently developed by Recipient without reference to the Confidential Information; or
- is required to be disclosed by law (including any order of a court of competent jurisdiction) or by a regulatory body or administrative authority.

9.3 Notwithstanding any of the foregoing, the Company authorises the transfer of any Confidential Information, including information relating to the Company or the Card or Account or the use of the Card or Account to and between branches, subsidiaries and affiliates of Diners Club and third parties selected by any of them (including card payment systems which are connected to the Diners Club network), whether within or outside the European Economic Area, for confidential use in connection with the provision of Services to the Company (including for data processing purposes) and for monitoring and analysing use of the Card or Account.

## 10 Wrongful use of account

10.1 If the Company has any reason to assume that a Card and/or PIN code has been lost or stolen, or that fraud or unauthorised use by a third party has occurred or is likely to or will occur, the Company has to notify Diners Club immediately hereof, yet always at the latest within 24 hours as of the moment at which this has become known to the Company. Notification can be made to Diners Club at any time, 24 hours a day, 7 days a week via the telephone number listed in the billing statements.

10.2 In the cases stated in articles 4.2 till 4.4 of these General Terms and Conditions, the Company, until the moment of notification of a loss, theft or unauthorised use of the Card and/or the PIN code, shall be liable for charges up to a maximum of EUR 150 for the consequences of any use as a result of loss, theft or unauthorised use of the Card and/or the PIN code, if the Cardholder or Company has neglected to guarantee the security of the Card and/or PIN code. This limit does not apply in the event of gross negligence or intention of the Cardholder or Company or in the situation of intentional or with gross negligence failing to comply with the obligations in these General Terms and Conditions and/or Cardholder agreement.

'Gross negligence or intention' of the Cardholder shall inter alia be understood to include: keeping the PIN code in the immediate vicinity of the Card, failing to notify Diners Club of the loss or theft of the Card and/or PIN code as described in these General Terms & Conditions, failing to notify Diners Club of any change of address, leaving the Card unattended in a location accessible for third parties, acting contrary to these General Terms & Conditions, failing to report the loss or theft of the Card to the police in proper time.

10.3 After notifying Diners Club, the Company shall, in the cases stated in articles 4.2 till 4.4 of these General Terms and Conditions, no longer be liable for any charges resulting from the Card except where Diners Club is able to prove that the Cardholder or the Company contributed in some way to the fraudulent use of the Card.

10.4 The Company shall be obliged, even following theft or loss of the Card, to provide information or otherwise cooperate if and insofar as Diners Club considers this necessary.

10.5 Without prejudice to the rights and obligations of the Cardholder in accordance with the Cardholder agreement, the Company shall ensure that it notifies Diners Club immediately, yet always within five days of the date indicated on the Cardholder's billing statement of (1) unknown or unauthorised entries on the Cardholder's billing statement, or (2) errors or irregularities on the Cardholder's billing statement. If required, the Company shall immediately write to Diners Club confirming its telephone notification. Where the Company fails to avail itself of this opportunity, it shall be deemed to have irrevocably accepted the transaction in question.

10.6 All disputes arising from the relationship between the Company and Cardholder are a matter for the Company to settle directly with the Cardholder. The Company shall indemnify and hold Diners Club harmless for any damages incurred by Diners Club arising out of a breach of this obligation.

## 11 Closing of Accounts

11.1 The Company shall notify Diners Club either by telephone or in writing whenever the Company desires to cancel a Card. However, the Company shall remain responsible to pay the amounts owed to Diners Club in accordance with the terms of this Agreement. The Company shall not be liable for transactions with the Card after the Company has given Diners Club notice to close such Account.

11.2 In so far as it does not conflict with the Cardholders Agreement, Diners Club may restrict, suspend, modify or cancel the possibilities of application of a Card at any time as stated in article 3.3 of these General Terms and Conditions. Upon notice from Diners Club, the Company shall immediately instruct such Cardholder to cease using his or her Account or Card.

## 12 Right to use other party's marks

The Company hereby grants to Diners Club a non-exclusive, non-sublicensable, revocable, royalty-free licence to use Company's trademark(s), service mark(s), trade name(s) or other like mark(s) (individually and collectively, the Company Marks) to promote and administer the Services. Additionally, Diners Club hereby grants to the Company a non-exclusive, non-sublicensable, revocable, royalty-free license to use the Diners Club trademark (individually and collectively, the Diners Club Mark) (the Company Marks and the Citibank Mark, individually and collectively, the Marks) to promote and administer the Services. Each party must obtain the other party's prior written approval of the desired form and manner of use of said other party's Marks. Each party acknowledges that it acquires no title or interest in or to any Marks of the other party by virtue of this licence. Upon termination of this Agreement, the licences granted under this clause 12 will automatically terminate.

## 13 Complete agreement and amendments

13.1 This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded.

13.2 Subject to as otherwise provided in clause 13.3, this Agreement shall not be varied without the prior express agreement in writing of each party.

13.3 In addition, in the event of a change of Services applicable to all Cardholders similarly situated, Diners Club may change this Agreement at any time upon written notice to the Company. If the Company does not agree to such changes, it may terminate this Agreement in accordance with the following procedures. The Company must notify Diners Club in writing within 25 days after the effective date of the changes that the Company does not agree to the changes and elects to terminate this Agreement, and the Company must pay all amounts owing to Diners Club pursuant to the terms of the Agreement (without reference to such changes). Otherwise, the Company shall be deemed to have agreed to the changes in the notice.

## 14 Change of address

The Company shall inform Diners Club without delay of any change in address or information listed on the Application Form. If it fails to do so, Diners Club may validly use for all its correspondence the address last known to it or the address on the Application Form.

## 15 Miscellaneous

### 15.1 No relationship

Nothing contained in this Agreement shall be construed to create any association for brokerage agency, joint venture, partnership, or employment relationship between Diners Club and the Company.

### 15.2 Severability

The invalidity or unenforceability of any one or more provisions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of the Agreement or any part thereof.

### 15.3 Limitation of Liability

Under no circumstances shall Diners Club be liable for indirect, incidental, consequential, or special damages or any increased costs or expenses or any loss or profit, business, contracts, revenues or anticipated savings even if advised of the possibility of such damages, loss of profit, business contracts, revenues or anticipated savings.

## 16 Personal data

The Cardholder grants its consent to Diners Club to process his/her personal data ("data") in accordance with the provisions as stated in this article. The Cardholder takes notice of the possibility for Diners Club to process their data also outside the European Union. Diners Club is entitled to do so for the sole use as described in this article, and by means of an agreement drawn up by the European Commission. Diners Club shall process the data of the Cardholder in accordance with the Belgian Act of 8 December 1992 on the protection of personal privacy (Wet tot bescherming van de persoonlijke levenssfeer ten opzichte van de verwerking van persoonsgegevens). Diners Club may only process the data of the Cardholder for the mere purpose of granting and administering products and services, to assess the creditworthiness of the Cardholder, to offer products and services, to prevent and combat fraud by the cardholder and/or others, for drawing up statistics and performing tests, for purposes within the scope of legislation against money-laundering and terrorism, or to comply with other legal obligations. Only persons who need the data in the course of their profession will have access to the data. Diners Club is allowed to communicate the data of the Cardholder to other companies of Citi, or to other service providers. If and when doing so, Diners Club shall enforce a guarantee for the protection of the data of the Cardholder. Diners Club reports the processing of personal data to the Data Protection Authority (Commissie voor de Bescherming van de Persoonlijke Levenssfeer). At any time, the Cardholder may request an extract of his/her data from the files of Diners Club and if necessary have it rectified. For that purpose, the Cardholder has to send a letter including a copy of its identity card to Citibank Belgium NV, Attn. Data Controller, Bd. General Jacques 263g, 1050 Brussels. At any moment the Cardholder may oppose the processing of its data for promotional purposes. The Cardholder may do so at the offices and agencies, or by letter to the Marketing Department of Diners Club.

## 17. (Credit) registration

Diners Club is affiliated to the Credit Registration Bureau (BKR) in Tiel, the Netherlands. The BKR enters data into the central credit information system. This is intended to prevent Cardholders from excessive credit debt and to contribute towards the prevention of problematic debt situations. Diners Club shall be able to request information on the Cardholder from the BKR and/or third parties in connection with its assessment of the Cardholder's creditworthiness.

## 18 Company authorisation

The Company authorises Diners Club to investigate the Company's creditworthiness and shall provide Diners Club with the Company's Financial Information.

## 19 Translation

These General Terms and Conditions form a translation of the original Dutch version of the General Terms and Conditions. In case there is a difference between these two versions or if there is a question related to the interpretation of an Article of one of these two versions, the Dutch version of the General Terms and Conditions shall prevail.

## 20 Applicable law and jurisdiction

20.1 With the exception of what is stipulated with regard to personal data (article 16), this Agreement shall be governed by and interpreted in accordance with Dutch law.

20.2 The parties agree that the District Court of Amsterdam shall take cognisance of all disputes arising from the Agreement and these General Terms and Conditions, except where Diners Club opts to summon the Company to appear before the Court within the jurisdiction of which the Company has its place of residence.

*Diners Club is a trade name of Citibank Belgium NV. Citibank Belgium NV has its registered office in Brussels in Belgium and has a branch office at Schiphol Boulevard 257, WTC Toren D, 8ste verdieping, 1118 BH Luchthaven Schiphol, the Netherlands. The branch office uses the Diners Club Benelux trade name and is registered with the Chamber of Commerce in Amsterdam, under registration number 34220610. Should you have any questions, please call +31 (0)20-654 55 12.*