

DINERS CLUB CORPORATE CARD WITH INDIVIDUAL BILLING

GENERAL TERMS AND CONDITIONS

for cards issued to corporate cardholders in the Dutch market within the scope of the Diners Club Corporate Card Programme

1 Definitions

Except where explicitly indicated otherwise, the terms written in capital initials in these General Terms and Conditions shall be understood to have the following meaning:

Account	the (sub)account opened in the Cardholder's name in the Diners Club administration, as referred to in Article 3.2 of these General Terms and Conditions;
Agreement	the agreement entered into by the Cardholder and Diners Club in accordance with the Application Form and these General Terms & Conditions;
Application Form	the application form to be filled in and signed by the Cardholder in order to conclude an Agreement with Diners Club pertaining to the use of the Card;
Card	the Diners Club Corporate Card issued to the Cardholder by Diners Club;
Cardholder	the individual to whom Diners Club has issued a Card and whose name is embossed on the Card;
Company	the Employer of the Cardholder who has agreed with Diners Club to issue Cards to its employees;
Diners Club	Diners Club Benelux, a branch of Citibank Belgium N.V., with its registered seat in Brussels, Belgium;
Double Card	the personal Card issued to the Cardholder by Diners Club for his/her private expenses as referred to in Article 5 of these General Terms and Conditions;
General Terms applicable and Conditions	these General Terms and Conditions Diners Club Corporate Card with Individual Billing at any given time;
Individual Billing	the method agreed upon between Diners Club and the Company within the scope of the Diners Club Corporate Card Programme that facilitates the issuance of Cards to eligible employees of the Company and whereby all goods and services purchased with the Card, as well as the costs for the use of the Card, shall be charged to the Cardholder;
Merchant	a merchant or service provider that is affiliated to Diners Club and accepts the Card as a form of payment for goods and/or services;
PIN	the Personal Identification Number linked to the Card and required for certain Card features;
Statement	the periodical overview to be sent to the Cardholder by Diners Club, which shall state all charges and refunds to the Account during the course of the last period;

2. General

- 2.1 These General Terms and Conditions shall apply to the relationship between Diners Club, the Company and the Cardholder as regards the use of the Card. The General Terms and Conditions shall apply once Diners Club has issued the Card to the Cardholder. The Cardholder shall ensure that he/she signs the Card as soon as it is received. By signing the Card, the Cardholder confirms his/her acceptance of these General Terms and Conditions.
 - 2.2 The Card shall be valid for a period to be determined by Diners Club and shall remain the property of Diners Club at all time. The Cardholder shall return the Card to Diners Club on demand. When there is a valid reason for doing so, Diners Club may request that a Merchant retains the Card and does not return it to the Cardholder; for example when the Cardholder fails to comply with the stipulations of these General Terms and Conditions, including his/her failure to comply with the payment obligations from these General Terms and Conditions.
 - 2.3 Solely the Cardholder shall be authorised to use his/her Card. The Card is strictly personal and non-transferable. The Cardholder shall treat the Card with care. Any deliberate changes made to the card (whether by the Cardholder or another party), as well as counterfeiting and copying of the Card are prohibited and will be regarded as fraud.
- ### 3. Use of the Card
- 3.1 Diners Club shall determine which particular features a 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. Diners Club is entitled to send information regarding the use of the Card and the Statement to the Company. Notwithstanding Article 11 of these General Terms and Conditions, Diners Club is entitled to withdraw the use of the Card for one, several or all features. Additional conditions may apply to certain Card features and/or to certain additional products that can be offered with the Card. Diners Club will inform the Cardholder of these additional conditions as and when applicable and the Cardholder may request Diners Club for a copy of these additional conditions at any time.
 - 3.2 When issuing the Card, Diners Club opens an Account in the name of the Cardholder in its administration. This Account will be allocated a unique account number on which all purchases made by the Cardholder using the Card, as well as all costs applicable, will be recorded.
 - 3.3 If the Card is successfully accepted by the Merchant, the Cardholder no longer has any payment obligations towards the Merchant arising from the purchase of the goods and/or services obtained from the Merchant. In addition, by making such purchases, the Cardholder, in accordance with the provisions of these General Terms and Conditions, is required to pay Diners Club the amounts due for these purchases, whereby Diners Club shall be subrogated to the rights of the Merchant as regards the purchase price of the goods and/or services.
 - 3.4 When making purchases with the Card, the Cardholder shall observe the instructions given by the Merchant. For each purchase, the Merchant shall present the Cardholder with an itemised transaction slip to be signed by the Cardholder. The Cardholder shall be given a copy of the signed transaction slip.
 - 3.5 When the Cardholder uses the Card to purchase goods or services from a Merchant, the Cardholder shall, before signing, check that his/her name, card number, the date and the amount to be paid have been indicated correctly on the

transaction slip referred to in Article 3.4. The Cardholder's signing of the transaction slip confirms his/her acceptance of the transaction and the obligations arising from his/her acceptance. After having signed, a revocation of the transaction is no longer possible. In the case of transactions made via an automated system, cancellation of such transaction shall no longer be possible once all actions necessary to execute the transaction have been completed. Diners Club shall charge the amount of the transaction to the Account. The Cardholder shall be obliged to pay the full balance on the Account, no later than the date determined by Diners Club in Article 6.3. The Cardholder shall not use the Card for purchases in instalments.

- 3.6 If any amount is refunded to the Cardholder by the Merchant in respect of a purchase made with the Card with the Merchant, the Merchant shall issue a credit note and it shall only be possible to execute such a refund by crediting the Account for an amount not exceeding the amount to be repaid. The Merchant shall not be permitted to refund the Cardholder in cash.
- 3.7 If this feature is granted, the Card may also be used to withdraw cash from Automated Teller Machines affiliated to the Diners Club network. Diners Club will charge an administration fee for the use of this service. The level of this fee will be determined and announced by Diners Club and shall also be indicated separately on the Statement. Under no circumstances may the Cardholder withdraw funds with the Card other than in accordance with the instructions issued by Diners Club.
- 3.8 All transactions will be charged to the Cardholder in Euro and stated in Euro on the Statement. Transactions in other currencies will be converted into Euro at the exchange rate to be determined and announced by Diners Club in the Statement, as charged and announced by the Royal Bank of Scotland.
- 3.9 The Cardholder shall take all reasonable measures to ensure the safety of the Card in order to prevent use by third parties. The Cardholder is responsible for (the use of) the Card once this has been received by him/her.

4. PIN

- 4.1 Diners Club may issue the Cardholder with a PIN in order to allow certain Card features, including purchases made without the immediate intervention of Diners Club or the Merchant, such as cash withdrawals from Automated Teller Machines.
- 4.2 A Cardholder shall treat the PIN issued to him/her with care. A Cardholder is responsible for (the use of) the PIN once this has been received by him/her
- 4.3 A PIN is strictly personal and non-transferable. The Cardholder shall ensure that he/she does not reveal his/her PIN to anyone, including members of his/her family and housemates, and may not indicate this PIN on the Card in any way, nor on any document kept with the Card. Once received by him/her, the Cardholder shall be required to immediately destroy the written PIN notification received from Diners Club.
- 4.4 If a Cardholder knows or suspects that the PIN allocated to him/her is known or will become known to third parties, he/she shall be obliged to inform Diners Club of this immediately.

5. Double Card for private expenses

In order for the Cardholder to separate his/her business expenses from his/her private expenses a Double Card can be issued to the Cardholder. The Diners Club General Terms and Conditions for cards issued to private cardholders in the Dutch market apply to the use of the Double Card and will be sent to the Cardholder together with the Double Card.

6. Payment

- 6.1 Each month, Diners Club sends the Cardholder a Statement with all charges and refunds to the Account. When preparing this Statement, Diners Club shall be able to base such Statement on the transaction slips sent by the Merchants.
- 6.2 The Cardholder shall ensure that it pays the outstanding balance indicated on the Statement within the period indicated by Diners Club.
- 6.3 All payments by the Cardholder shall be effected when they become payable, yet in all instances within the number of days as agreed upon with Diners Club, without any deductions, set-off or costs payable by Diners Club. Payment shall be effected by direct debit, from the bank account held in the Cardholder's name. Where the Cardholder does not wish to pay by direct debit, it shall receive a giro slip form intended for payment purposes with the Statement.
- 6.4 All amounts received from the Cardholder by Diners Club shall be deemed to have been received, in the first instance, in payment of any costs and interest, with the remaining amount being used in payment of (the remainder of) the outstanding balance on the Account.

7. Fees

- 7.1 The Cardholder shall be required to pay an annual fee as determined and announced by Diners Club, for his/her use of the Card.
- 7.2 The Cardholder shall be required to pay Diners Club a fee as determined and announced by Diners Club, for its use of Diners Club services.
- 7.3 All amounts, fees and interest due by the Cardholder shall be charged to the Account.

8. Late payment

Where the Cardholder fails to fulfil the payment obligations arising for him/her from these General Terms and Conditions, Diners Club shall give the Cardholder notice of default. Where the Cardholder fails to rectify this situation, the amount overdue shall accrue late due interest, at a rate determined and announced by Diners Club, immediately due and payable on the Account's outstanding balance.

9. Disputed transactions and liability

- 9.1 Diners Club shall not guarantee the quality or capacity of the goods and/or services sold or supplied to the Cardholder by the Merchant. Where the Cardholder is dissatisfied with the goods and/or services purchased, or where these are faulty or defective, the Cardholder shall address his/her complaints solely to the Merchant in question. The payment

obligations arising for the Cardholder, as stated in these General Terms and Conditions, shall continue to apply. The Cardholder shall not be able to invoke a dispute with a Merchant against Diners Club, nor deduct from his/her Account any claim against or payment to a Merchant by means of a discount, setoff or otherwise.

- 9.2 Diners Club shall not be liable for any loss sustained as a result of the possible refusal or the conditional acceptance of the Card by a Merchant, for whatever reason, or for the consequences resulting from the Cardholder's inability to use the Card (any more) as a result of a shut-down or fault in electronic funds transfers, or his/her inability to make any further use of (facilities offered by) the Card, except in the event of gross negligence or intention on the part of Diners Club. 'Conditional acceptance' shall be understood to include the charging of a surcharge by a Merchant for performance of the transaction. Under no circumstances shall Diners Club be liable for consequential loss.
- 9.3 The Cardholder shall not be able to invoke the absence of his/her signature on the transaction slip against Diners Club, for example to escape its obligation to pay this transaction e.g. when goods or services are obtained by means of (communication) equipment intended for this purpose.
- 9.4 The Cardholder shall ensure that it notifies Diners Club immediately (by telephone), yet always within five days of the date indicated on the Statement of (1) unknown or unauthorised entries on the Statement, or (2) errors or irregularities on the Statement. The Cardholder shall immediately write to Diners Club confirming its telephone notification. Where the Cardholder fails to avail itself of this opportunity, it shall be deemed to have accepted the entries on the Statement.
- 9.5 In case of a Diners Club Corporate Card with Individual Billing and sole liability, as indicated on the Application Form, the Cardholder shall always, under all circumstances, be liable for the fulfilment of all (payment) obligations arising from these General Terms and Conditions, including the payment of the amounts shown in the Statement, regardless of any recourse that Diners Club might have against other (joint and several) debtors, such as, if applicable, the Company.
- 9.6 In case of a Diners Club Corporate Card with Individual Billing and joint and several liability, as indicated on the Application Form, the Cardholder and the Company are jointly and severally liable for the fulfilment of all (payment) obligations arising from these General Terms and Conditions, including the payment of the amounts shown in the Statement. Diners Club will notify the Company of all charges shown on the Account 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. Upon request, Diners Club shall provide the Company with information with respect to all charges incurred on the Account.

10. Theft

- 10.1 The Cardholder is obliged to notify Diners Club immediately, yet at the latest within 24 hours as of the moment on which this has become known to him, if the Card and/or PIN code has been lost or stolen, or in case of unauthorized use of the Card. Upon request, the Cardholder shall confirm the notice in writing to Diners Club.
- 10.2 The Cardholder shall, until the moment of notification of a loss, theft or unauthorized use of the Card and/or Pin code, be liable for charges up to a maximum of EUR 150 for the consequences of any use as a result of loss, theft or unauthorized use of the Card and/or Pin code, if the Cardholder 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 in the situation of intentional or with great negligence failing to comply with the obligations in these General Terms and Conditions. After notifying Diners Club, any charges resulting from the Card will be for the account of Diners Club, except if the Cardholder has acted in a fraudulent manner.

11. Limitation of Card use. Cancellation

- 11.1 Diners Club reserves the right, at any moment, to restrict the Card for objective, legitimate reasons related to the security of the Card or related to a suspicion of unauthorised or fraudulent use of the Card. If requested by Diners Club, the Card has to be made unfit for use by cutting the Card in two pieces. In case of a restricted Card, the reasons therefore are made public to the Cardholder unless the announcement contradicts with security reasons or if it is prohibited by law. As soon as the reasons for restricting the Card cease to exist, Diners Club terminates the restriction or replaces the Card.
- 11.2 Diners Club reserves the right to withdraw, at any moment, a Double Card, in case of an attributable shortcoming of the obligations in the Agreement by the Cardholder or in case of the dissolution or termination of the Agreement, or in case of the termination of the employment of the Cardholder.

12. Validity

The Card shall be valid up to and including the last day of the month and year indicated on the Card. When the Cardholder has not cancelled the Card at least one month before the expiry date indicated on the Card, Diners Club may send him/her a renewed Card. Upon expiry of the Card, the Cardholder shall destroy the Card by cutting it into pieces.

13. Termination

- 13.1 The Cardholder may terminate the Agreement, with a notice period of one month. The termination of the Agreement must be made in writing. Upon termination of the Agreement, the Company shall still be required to pay the annual fee and other costs relating to the year concerned. In case the annual fee has already been paid, this will not be refunded.
- 13.2 Diners Club may terminate the Agreement with a notice period of two months.

14. Card Balance assignment

Diners Club shall retain the right, without requiring the consent of the Cardholder, to assign the Cardholder's Card balance to a third party, whether partially or in full, or to charge a third party with the collection of said balance. If Diners Club decides to exercise this right, it shall inform the Cardholder accordingly.

15. Consultation Credit Registration Bureau

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 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.

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 by telephone or by letter to the Marketing Department of Diners Club.

17. Changes of the conditions

Diners Club shall retain its right to amend these General Terms and Conditions at any time, on the condition that the Cardholder will be notified two months beforehand. If a Cardholder does not accept this amendment, it will have to notify Diners Club prior to the amendments taking effect. The Cardholder then also has the possibility to terminate the Agreement free of charge, with observance of Article 13 of these General Terms and Conditions. In the absence of the above, the Cardholder shall be deemed to have accepted the new contents of the General Terms & Conditions.

18. 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 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 will be leading.

19. Disputes

- 19.1 With the exception of what is stipulated with regard to personal data (Article 16), Dutch law shall apply to the Agreement.
- 19.2 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 Cardholder to appear before the Court within the jurisdiction of which the Cardholder has his/her place of residence.

In the event of the loss or theft of your Card, please call the following 24-hour number: +31 (0)20-654 55 11.

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.