

DINERS CLUB CENTRAL BILL ACCOUNT AGREEMENT BELGIUM & LUXEMBOURG (3 parties)

DINERS CLUB GENERAL TERMS AND CONDITIONS FOR CENTRAL BILL ACCOUNTS

1. General

The use of the Diners Club Central Bill Account ("Central Bill Account") is subject to the following general terms and conditions ("these General Terms and Conditions"). Please examine these carefully prior to using it. We can only accept the use of the Central Bill Account under these General Terms and Conditions which are applicable to all Central Bill Accounts and replace all previously issued general terms and conditions. The Central Bill Account is intended specifically for the acquisition of travel tickets and related charges by the Company's employees and authorised travellers travelling on Company business.

2. Property

Any Diners Club Central Bill Account(s) remains the property of Diners Club. Only the designated staff of the Company in whose name the Central Bill Account was issued has the authority to instruct the supplier to use the Central Bill Account. The Company's suppliers are contracting parties with the Company and shall not be deemed a supplier of Diners Club.

3. Annual fees

There is no annual fee for this service. Diners Club reserves the right to amend this condition, in accordance with article 18 of these General Terms and Conditions.

4. Use of the Central Bill Account

The Central Bill Account is for the Company's use only and cannot be transferred. It makes the Company as principal debtor responsible for all charges effected by suppliers.

5. Liability

Diners Club will base its monthly statement of account on transaction information sent to it by the suppliers and/or the airline. Diners Club will send statements of account indicating the expenses incurred using the Central Bill Account to a designated person or department at the Company. Diners Club shall have no liability in the event of any dispute between the Company and the supplier nor may the Company deduct a claim or payment to be made to suppliers from the monthly statement of account. Diners Club is not liable for the quality of the services which are purchased via a Central Bill Account.

6. Approval

Diners Club shall only execute a transaction with the consent of the Company. The Company cannot disclaim liability for payment of an expense incurred when the charge was made using a signature on file procedure, ie. without the designated staff of the Company as mentioned in article 2 of these General Terms and Conditions signing the receipt, in case of booking via for example correspondence, telephone, facsimile, or internet. In these cases, the Company expressly authorises Diners Club to charge the expenses to its account upon receipt of the supplier's sales vouchers, bills or records. The Company cannot hold Diners Club liable if the supplier refuses to use the Central Bill Account for payment or if it makes the acceptance conditional.

7. Reimbursement of tickets

Unused air tickets or coupons will be included in the monthly statement of account. These will be credited to the Central Bill Account as soon as the airline or its assignee reimburses Diners Club.

8. Suspension of operation

Diners Club reserves the right, at any moment, to (temporary) restrict, block, suspend or modify the Central Bill Account for objective, legitimate reasons related to the security of the Central Bill Account or related to a suspicion of unauthorised or fraudulent use of the Central Bill Account. In case of a restricted, blocked, suspended or modified Central Bill Account, the reasons therefore will be communicated by registered mail to the Company at the address specified on the front page of the Agreement, unless the announcement contradicts with security reasons or if it is prohibited by law. As soon as the reasons for restricting, blocking, suspending or modifying the Central Bill Account cease to exist, Diners Club terminates the restriction, blocking, suspension or modification, or replaces the Central Bill Account.

9. Alteration of information

The Company shall inform Diners Club without delay of any change in address or information listed on the front page of the Agreement. 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.

10. A. Additional Central Bill Accounts

Diners Club may issue so-called additional accounts for the benefit of a department to be designated by the Company which the latter authorises that department to use. The holder of the main account remains the debtor of the expenses incurred by using the additional Central Bill Account. Diners Club can at any time cancel the additional Central Bill Account either at the written request of the Company, or when suspending or terminating the overall Agreement.

10.B. Multiple, related Companies

Diners Club may issue Central Bill Accounts to several companies within the same group as the Company. Each such company remains liable as principal debtor for the expenses which it has incurred as charged to the Central Bill Account.

11. Interest in case of overdue payment

If a payment is not made by the due date, the Company is required to pay a monthly interest of 1.75% for late payment. Such late payment interest shall be charged automatically without further notice on the amount outstanding at the time of billing. In case of default of settlement of the balance owed to Diners Club within 15 days following the sending of a demand for default payment, the Company shall pay to Diners Club an amount of 15% of the balance due on top of the late payment interest for debt collection and administration costs. Where Diners Club instructs a debt collection agency to collect the Balance on the Company's Account, the Company will be responsible to the agency for all Charges, costs and expenses (including legal costs and expenses) imposed by that agency.

12. Rectification

On becoming aware of any unknown or unauthorised entries, errors or irregularities on the Statement, the Company shall request Diners Club in writing, without undue delay and no later than 13 months after the transaction date mentioned on the Statement, to reimburse him for these charges. In case Diners Club assesses that the transaction was unauthorized, Diners Club will reimburse the amount of the unauthorized transaction immediately and, where applicable, restore the debited account to the state in which it would have been had the unauthorized transaction not taken place.

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13. Abuse

The Company is responsible, after receipt of the Central Bill Account, for all financial commitments resulting from its use. In the case of unauthorized use of the Central Bill Account, the Company must immediately inform Diners Club and confirm this in writing by registered mail within two working days after the notification of the unauthorized use. The Company shall, until the moment of notification of unauthorized use of the Central Bill Account, be liable for charges up to a maximum of EUR 150

for the consequences of the unauthorized use of the Central Bill Account. This limit does not apply in the event of gross negligence or intention by the Company 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 unauthorised use of the Central Bill Account will be for the account of Diners Club, unless the Company has acted fraudulently. Even after sending the warning, the Company remains obliged to provide all reasonable co-operation in the search for any information requested by Diners Club.

14. Duration

The Central Bill Account is valid until cancellation of the Agreement by one of the parties by registered mail, respecting a notice period of two months.

15. Termination of the Central Bill Account

The Central Bill Account may be terminated with immediate effect, provided that a notice will be sent by registered mail, in the event of (i) the dissolution or liquidation of the Company or (ii) insolvency of the Company or the filing of a similar proceeding, the appointment of a receiver or trustee for the benefit of creditors or of the Company entering into an arrangement with its creditors or (iii) any material and adverse change in the financial condition of the Company, or (iv) late payment or (v) an infringement of any of the terms of the Agreement or these General Terms and Conditions by the Company after having received notice of this by registered mail from Diners Club and not having rectified this breach within the period provided for in that notice. Termination shall not affect any accrued rights and liabilities under this Agreement including any in relation to charges incurred prior to termination.

16. Personal data

Diners Club undertakes to comply 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). These personal data refer to the name of the traveller, the flight data and possibly his department. Diners Club shall state this data on the extract of the Company and shall not use this data for other purposes than those for which it was acquired. Access to data can be obtained via Citibank Belgium N.V., Diners Club, Generaal Jacqueslaan 263g, 1050 Brussels, Belgium.

17. Assignability

Diners Club reserves the right to transfer its claim in and/or its rights under the Agreement in whole or in part to a third party.

18. Modification of the conditions

Diners Club reserves the right to modify these General Terms and Conditions at any time, on the condition that the Company

will be notified two months beforehand. The modifications shall be communicated to the Company in writing, on the monthly statement of account which shall indicate the date of entry into force. If the Company does not accept this amendment, it will have to notify Diners Club prior to the amendments taking effect. The Company then also has the possibility to terminate the Agreement free of charge, with observance of Article 14 of these General Terms and Conditions. In the absence of the above, the Company shall be deemed to have accepted the new contents of the General Terms & Conditions.

19. Applicable law

Belgian law shall apply to the Agreement.

20. Disputes

The courts of Brussels 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 her place of residence.