

DINERS CLUB TRAVEL ACCOUNT BELGIUM and LUXEMBOURG

Diners Club General Terms & Conditions for Travel Accounts

1. General

The use of the Diners Club Travel Account ("Travel Account") is subject to the following general terms and conditions ("these General Terms and Conditions"). Please examine these carefully prior to using the Travel Account. We can only accept the use of the Travel Account under these General Terms and Conditions which are applicable to all Travel Accounts and replace all previously issued general terms and conditions. The Travel 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 Travel Account remains the property of Diners Club. Only the designated staff of the Company in whose name the Travel Account was issued have the authority to instruct the Travel Agent to use the Travel Account. The Travel Agent is a contracting party with the Company and shall not be deemed an agent 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 Travel Account

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

5. Liability

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

6. Approval

Diners Club shall only complete a payment transaction with the consent of the Company. The Company cannot reject liability for payment of an expense incurred when the charge was made using a 'signature on file' procedure, i.e. without the designated staff of the Company as mentioned in article 2 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 Travel Agent's sales vouchers, bills or records. The Company cannot hold Diners Club liable if the Travel Agent is not in the possibility to use the 'signature on file' procedure, refuses to use the Travel 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 Travel 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 (temporarily) restrict, block, suspend or modify the Travel Account for objective, legitimate reasons related to the

security of the Travel Account or related to a suspicion of unauthorised or fraudulent use of the Travel Account. In case

of a restricted, blocked, suspended or modified Travel Account, the reasons therefore will be communicated by registered mail to the Company and the Travel Agent at the address specified on the front page hereof, 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 Travel Account cease to exist, Diners Club terminates the restriction, blocking, suspension or modification, or replaces the Travel 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 can validly use for all its correspondence the address last known to it or the address on the application form.

10A. Additional Travel Accounts

Diners Club may issue so-called additional accounts for the benefit of a department to be designated by the Company and 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 account. Diners Club can at any time cancel the additional account either at the written request of the Company, or when suspending or terminating the overall Agreement.

10B. Multiple, related Companies

Diners Club may issue Travel 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 Travel Account..

11. Interest in case of overdue payment

If a payment is not made by the due date, monthly interest of 1.75% for late payment 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 14 days following the sending of a demand for default payment, the Company shall pay to Diners Club a compensation of 15% of the balance due, in addition to the late payment interest, as a compensation for debt collection and administration costs. Where Diners Club instructs a debt collection agency to collect the balance on the Travel Account, the costs for all (debt) collecting will also be charged to the Company.

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 it 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.

13. Abuse

The Company is responsible, after receipt of the Travel Account, for all financial commitments resulting from its use. In the case of unauthorized use of the Travel Account, the Company must immediately inform Diners Club and confirm this in writing by registered mail within 2 working days after the notification of the unauthorized use.. The Company shall, until the moment of notification of unauthorized use of the Travel Account, be liable for charges up to a maximum of EUR 150 for the consequences of the unauthorized use of the Travel Account. This limit does not apply in the event of gross negligence or wilful intent on behalf of the Company or failure to comply with the obligations in these General Terms and Conditions, either intentionally or due to gross negligence. Even after sending the notification, the



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Company remains obliged to provide all reasonable co-operation in the search for any information requested by Diners Club.

14. Duration

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

15. Immediate termination of the Travel Account

The Travel Account may be terminated with immediate effect, provided notice 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 and (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 statement of the Company and shall not use these data for other purposes than those for which they were acquired. Access to data can be obtained via Citibank Belgium NV, Diners Club, Generaal Jacqueslaan 263g 1050 Brussels, Belgium.

17. Assignability

Diners Club reserves the right to transfer its claim in and/or its rights hereunder 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, provided that it notifies the change to the Company two months in advance. 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 amendment taking effect. The Company than 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 these General Terms and Conditions.

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.