

American Express Corporate Card® Individual Billing - Individual Settlement

Application Form

Please return this application, a copy of the card applicant's identity card or passport and the signed Terms and Conditions to Alpha Card c.v.b.a. - Corporate Services
Vorstlaan 100 - 1170 Brussels - Belgium - Fax +32 (0)2 676 21 91.

1 Your personal details

* Please tick the appropriate box

First Name:	<input type="text"/>	<input type="checkbox"/> Mr*	<input type="checkbox"/> Mrs*
Family Name:	<input type="text"/>		
Name as wished on the Card:	<input type="text"/>	(max. 20 characters)	
Date of birth:	<input type="text"/>		
Language:	<input type="checkbox"/> Dutch*	<input type="checkbox"/> French*	
Billing address (Where the statement will be sent):			
Address:	<input type="text"/>		
ZIP Code:	<input type="text"/>	City:	<input type="text"/>
Country:	<input type="text"/>		
Private address (If different from billing address):			
Address:	<input type="text"/>		
ZIP Code:	<input type="text"/>	City:	<input type="text"/>
Country:	<input type="text"/>		
Office Phone:	<input type="text"/>	Mobile phone:	<input type="text"/>
E-mail Address**:	<input type="text"/>		
Employee Number:	<input type="text"/>		
Cost Centre:	<input type="text"/>		
Job Title:	<input type="text"/>		
Mother's First Name (used for security purposes):	<input type="text"/>		
Yearly Gross Salary:	<input type="checkbox"/> more than € 25.000*	<input type="checkbox"/> less than € 25.000*:	<input type="text"/> €

** I acknowledge that by giving my e-mail address, it may be used for the promotion of Alpha Card services (including the sending of electronic communication) in accordance with the general terms and conditions of the present application form.

2 Bank Information

Bank name:	<input type="text"/>
Bank account number/BIC/IBAN code:	<input type="text"/>

3 Membership Rewards

Do you wish to enroll in the loyalty programme Membership Rewards? (Annual Fee of 18,50 €)	<input type="checkbox"/> Yes* <input type="checkbox"/> No*
<small>Points are not earned with the following charges: Cash advances, American Express Travellers Cheques, foreign exchange and Express Cash transactions, charges for dishonoured cheques, late payment and referral charges. More information about Membership Rewards can be found on www.americanexpress.be (.lu).</small>	

American Express Corporate Card® Individual Billing - Individual Settlement

4 Signature of the Card Applicant (Please copy and attach the identity card (both sides) or passport of each signatory)

By signing below I guarantee that the information in this Application is true and correct. I confirm that I have read and agreed to all the Terms and Conditions of this Application and understand how you will use my Personal Information for the purpose of processing this Application. American Express may decline this Application at its sole discretion.

Date: <input type="text" value="D D M M Y Y Y Y"/>	Signature (Preceded by "Read and approved"):
--	--

5 Signature of the Authorised Company Contact

It is essential that this form is signed off by the Authorised Company Contact. Each signer of this application guarantees the correctness of the data. Each signer agrees to the General Terms and conditions. The undersigned guarantees that the identity details of the Card Applicant have been checked by means of an official document.

Name:

Job Title:

Date:

Signature (Preceded by "Read and approved"):

6 Direct Debit

**For direct debits in Luxemburg please send us the original application form by post.
Banks in Luxemburg do not accept faxed documents.**

I the undersigned:

authorize American Express Services International Inc., Vorstlaan 100 Bd du Souverain, B-1170 Brussels, to withdraw as from now and until my explicit notification, all statements in relation to American Express bearing the Basic Control Number (to be completed by Alpha Card):

from my bank account number:

Date:

Signature:

Reserved for your Bank

Direct Debit Number

Identification Number of the creditor:

Date:

Signature:



American Express Corporate Card

General conditions

For the purposes of these present General Terms and Conditions of Use, the following terms shall mean:

- a. 'Alpha Card': Alpha Card CVBA.
- b. 'American Express': The American Express entity entrusted with registration of the transactions carried out by means of the Card.
- c. The 'Card': The American Express Central Order Card that was delivered to its Cardholder.
- d. An 'Institution': An entity from which products or services can be acquired by use of the Card.
- e. The 'Cardholder': The natural person in whose name and for whose use Alpha Card has issued a Card.
- f. The 'Card Account': the account opened by Alpha Card in name of the Cardholder.
- g. The 'Primary Cardholder': the company in whose name an Internal Account has been opened.
- h. The 'Internal Account': the main account opened by Alpha Card in the name of the Primary Cardholder to which the Card Accounts of the Cardholders are linked.

The text of the general conditions is also available at Alpha card and can be consulted on www.americanexpress.be or www.americanexpress.lu.

Article 1 – Issuing of the Card

1.1 The Issuing and Characteristics of the Card

Issuing the Card shall be at Alpha Card's sole discretion. The Card is exclusively issued under the name of a natural person, the Cardholder. The Card may only be used by the Cardholder, in conformity with the conditions in force at the time of use. The activation, the underwriting and/or the use of the Card implies acceptance of the present general conditions and the special conditions appearing on the Card and the monthly statements, or otherwise communicated. The Card may only be used for professional ends. The Card is strictly personal and may not be transferred to third parties. The Card remains the property of Alpha Card. At the Primary Cardholder's request, Alpha Card can deliver a Card to anyone designated by the Primary Cardholder. The name of the natural person who is authorized to use the Card shall appear on the plastic Card. Depending on the chosen liability scheme for the payment, the Cardholder and the Primary Cardholder can be held jointly and severally responsible for the payment of all amounts due on account of the use of the Card, as provided in article 4.2.

1.2 Conclusion of the Agreement and Amendment of the Conditions

The general conditions shall be applied at the moment the Cardholder has either had the Card activated or has affixed his or her signature to the back of the Card, or at the moment of the first use of the Card. The Cardholder and/or the Primary Cardholder have the right to notify Alpha Card, established on Vorstlaan, 100, 1170 Brussels, within fourteen (14) calendar days from the day following the day of Card receipt, that they relinquish their Card(s), without thereby having to give a reason and without penalty. In such case, the Cardholder and/or the Primary Cardholder undertake to destroy the Card(s). Alpha Card reserves the right to amend the present general conditions at any time, as well as the conditions recorded on the monthly statements, the Cards or the website of Alpha Card, by means of a written communication to the Cardholder and/or Principal Cardholder possibly on the monthly statement or the website, without prejudice to the provisions of article 3.3.c. The amendments become opposable 30 days after the notification has been sent unless the Cardholder and/or Primary Cardholder return their Card to Alpha Card or destroy their Card within this term, and notify Alpha Card of this. After this period, any use of the Card indicates acceptance without reserve by the Principal Holder and the Cardholder of the modified conditions. If the Card is returned or destroyed, the Cardholder and the Primary Cardholder remain liable for any costs and expenditures up until the date upon which the agreement was terminated.

1.3 Renewal of the Card

The Cardholder shall automatically receive a new Card upon expiration of the previous Card's period of validity, except in the event the Cardholder, the Primary Cardholder or Alpha Card terminates this present Agreement.

1.4 The Annual Contribution

The annual contribution is mentioned in the account opening document and can be reviewed yearly.

Article 2 – Use of the Card

2.1 Safe use of the Card

The Cardholder shall use the Card in conformity with the terms and conditions of issuance and use and any applicable statutory provisions. The Cardholder shall furthermore take all reasonable precautionary measures to ensure the security of the Card and to keep its personalized security features safe.

2.2 Validity of the Card

The Card may only be used during the period for which it is declared to be valid. Use of the Card is prohibited before or after its period of validity or after notice the Card has been cancelled or revoked.

2.3 Services

The Card grants its Cardholder the possibility of paying for products and services furnished by Institutions, as well as providing a guarantee, obtain cash at certain exchange offices and at automatic teller machines in Belgium and abroad and for any domiciled payments, with the exclusion of payment of goods and services for resale, unless otherwise provided. In the event the Cardholder uses the Card in the framework of any domiciled payment whatsoever which the Cardholder has approved, then such shall serve as permission for Alpha Card to pay any amounts in the framework of such domiciling in the name of the Cardholder and/or the Primary Cardholder and the obligation of the Cardholder and/or the Primary Cardholder to reimburse these amounts. In the event the Cardholder and/or the Primary Cardholder wishes to suspend payment of the domiciled amounts, then Cardholder must inform the party whose invoices or premiums are being paid by domiciling and comply with the respective stipulations of this party, in particular with regard to the period of notice of termination. A payment order is deemed authorized if the Cardholder has authorized the payment order by the signature of a debit note, the use of the secret personal identification number or, where appropriate, by the sole communication by the Cardholder of the Card data to the Institution, for example when buying goods through communication technology at a distance (such as the telephone, mail, fax, Internet). This authorization can not be withdrawn by the Cardholder and/or the Primary Cardholder, neither can the payment order be revoked.

2.5 Expenditure Ceiling

Use of the Card is not subject to an expenditure ceiling. The Primary Cardholder may request by registered letter determination of a monthly ceiling that coincides with its own needs, subject to Alpha Card approving the requested ceiling. The Primary Cardholder may request in writing – no more than twice annually – a change to the determined ceiling. Alpha Card shall notify the Primary Cardholder and the Cardholder of the determined ceiling, as well as any change to this ceiling or its terms of applicability. Without prejudice to the provisions of article 5.1, transactions may be limited to a certain amount or refused in the event a certain amount is exceeded.

Article 3 – Account Statements

3.1 Account Statements

An overview of the expenditures made with the Card shall be sent to the Cardholder and/or the Primary Cardholder every month, insofar Alpha Card has booked new transactions since the prior overview. Where appropriate, the Primary Cardholder will receive a summarized account statement globalizing all expenditures made and transacted by all Cardholders. Alpha Card reserves the right to set off credit and debit balances against each other.

3.2 Dispute of Account Statements

The Cardholder and/or the Primary Cardholder are expected to check the monthly account summaries upon receipt.

3.2.1 Dispute of an authorized and incorrectly executed payment orders

The Cardholder and/or the Primary Cardholder shall obtain rectification from Alpha Card only if he notifies without undue delay and no later than 13 months after the debit date, on becoming aware of any unauthorised or incorrectly executed payment transactions. This period of 13 months is reduced to 90 days if the payment service provider of the payee is not a member of the European Economic Space.

3.2.2 Dispute of an authorized payment order

In case of a transaction carried out in an Institution located in a member state of the European Economic Space, Alpha Card shall ensure that the Cardholder and/or the Primary Cardholder is entitled to a refund of an authorized payment transaction initiated by or through an Institution which has already been executed, if the authorization did not specify the exact amount of the payment transaction when the authorization was made, and the amount of the payment transaction exceeded the amount the payer could reasonably have expected taking into account his previous spending pattern, the contractual conditions and relevant circumstances of the case, except when the higher amount is linked with the reference exchange rate. In order to get a refund, the Cardholder and/or the Primary Cardholder can request the refund for a period of eight weeks from the date on which the funds were debited, whilst providing factual elements relating to the transaction. Within ten business days of receiving a request for a refund, Alpha Card shall either refund the amount of the payment transaction or provide justification for refusing the refund, indicating the bodies to which the Cardholder and/or Primary Cardholder may refer the matter.

3.2.3 General provisions

Any payment transactions not disputed within these periods (respectively 13 months, 90 days and 8 weeks) shall be deemed to have been definitively accepted. Any dispute of an account summary must occur in writing to the attention of Alpha Card, established on Vorstlaan, 100, 1170 Brussels. In the event of dispute of a transaction carried out with the Card, Alpha Card shall deliver evidence thereof by every legal means that such transaction was registered and booked correctly. Alpha Card is neither expected to keep or present an original copy of the debit note, nor a copy that is issued by an electronic payment system that has registered the expenditure. In the event of a latter dispute thereof, the microfilm copy saved by Alpha Card shall serve as evidence, notwithstanding that which has been stated here above. Under no circumstances shall Alpha Card have to prove it has already paid the Institution any expenditure whatsoever made with the Card.

3.3 Conversion

- a. Amounts in currencies other than Euros shall be converted into Euros. The conversion into Euros shall occur on the date on which the note is processed by American Express. Since the processing date depends on the date on which the note is submitted to American Express by the affiliated company, this may not necessarily be the date on which the transaction is made. Transactions that are not in U.S. dollars are first converted into U.S. dollars. The U.S. dollar amount thereby obtained shall subsequently be converted into Euros. Transactions that are indeed in U.S. dollars shall immediately be converted into Euros.
- b. The conversion rates are based on the interbank rates used by American Express which are customarily used by the industry, as they apply on the work day prior to the processing date, subject to a conversion commission in force at the time the monthly overview is issued. If third parties convert transactions before declaring them to American Express, then the conversion rates used by the aforesaid third parties shall apply to such conversions.
- c. The reference exchange rate is determined daily. The Cardholder and the Primary Cardholder agree that changes in the reference exchange rate can be applied immediately, without notice. The exchange rate is not necessarily the available rate on the transaction date, as the exchange rate is determined on the date the payment service provider of the Institution submits a debit. This is not necessarily the date on which consent was given for the transaction. Fluctuations of the exchange rate can be significant. At any time, one can inquire about the reference exchange rate on the phone number + 32 (0)2 676 29 29.

3.4. Costs and Rates

All costs and rates applicable can be consulted and are available on www.americanexpress.be or www.americanexpress.lu. Alpha Card has the right to modify these costs and rates in accordance to the provisions of article 1.2, without prejudice to the provisions of article 3.3.c. The Cardholder and the Primary Cardholder expressly agree that Alpha Card has the right to apply the costs and rates in force at the date of the payment order.

Article 4 – Payment of the Account Statement

4.1 Payment of the Account Statement

Any purchases and expenditures transacted with the Card, as well as any annual or other contributions, must be paid upon receipt of the account statement.

4.2 Liability for the Payments

In the case of a Corporate Meeting Card, the Primary Cardholder is solely held responsible for any debit balance on the account statements.

In the other cases, the Cardholder and the Primary Cardholder will be held jointly and severally responsible for the payment of any debit balance appearing on the various account statements ("joint and several liability"), except if the special conditions expressly state that the Primary Cardholder will be solely held responsible for such payment and has opted for a central invoicing ("company liability").

4.3 Terms of Payment

On receipt of the statement, the Cardholder and/or the Primary Cardholder should settle the total amount of each statement before the due date given on the statement. No credit shall be given for interest and/or compensation for any payments registered by Alpha Card before the 40th (fortieth) day after the invoice date. On the other hand, an amount equal to 2.25% shall be charged for any larger arrears automatically and without prior notice of default for the amount owed on the 40th (fortieth) day after the invoice date. In the absence of payment, additional compensation of 2.50% per month

American Express Corporate Card General Conditions

shall be charged from the 60th day after the invoice date. In the event Alpha Card neglects to honour its own obligations, then the same amounts may be claimed from it. The abovementioned compensations in no way diverge from the obligation to pay the account statements upon receipt. Consequentially, monthly interest of 1.50% shall be due on any unpaid amount whatsoever on the established due date by operation of law and without prior notice of default as of the 60th (sixtieth) day after the invoice date, and flat-rate and irreducible damages of 12% annually for damages and interest. In addition, in the case of refusal to pay for any reason whatsoever, Alpha Card reserves the right to debit minimum compensation of € 25.00 at the expense of the Cardholder, which amount Alpha Card may adjust at any moment. The Cardholder authorizes Alpha Card to notify third parties with a legitimate interest, and in particular, any government or any public or private entity of any payment deficiency.

4.4 Communication to Third Parties

The Cardholder and the Primary Cardholder authorizes Alpha Card to notify third parties with a legitimate interest, and in particular, any government or any public or private entity of any payment deficiency.

4.5 Obligation of information

The Cardholder and/or the Primary Cardholder shall immediately inform Alpha Card of any change of residence or of any change to the address to which the account statement must be sent; otherwise the account statements shall be sent validly to the previous address. The Cardholder and/or the Primary Cardholder shall likewise inform Alpha Card of any changes in banking institution.

Article 5 – Events affecting the Normal Use of the Card

5.1 Impossibility to Execute a Payment Order

Alpha Card has the right to refuse the execution of a payment order, for example in case of technical problems, fraud, risk that the Cardholder or the Primary Cardholder will not be able to fully and completely pay the account statements, among which the exceeding of the expenditure ceiling. In that case, the Cardholder and/or the Primary Cardholder are informed of this refusal and, if possible, the reasons for it. The notification of this refusal will be addressed to the Cardholder and/or the Primary Cardholder by the payment terminal, by telephone or by letter, at the earliest opportunity. Alpha Card may charge the Cardholder and Primary Cardholder for such a notification if the refusal is objectively justified. The Cardholder and/or the Primary Cardholder have the right to request in writing to correct any factual mistakes that led to the refusal.

5.2 Theft, loss, theft or misappropriation of the Card.

In the event the Card is lost, stolen or misappropriated, the Cardholder and/or Primary Cardholder must immediately notify Alpha Card by telephone at +32 2/676 29 29. The Cardholder and/or Primary Cardholder shall immediately receive the file number in support of this notification. The Cardholder and/or Primary Cardholder must also immediately file a complaint with the police. In the event the Cardholder and/or the Primary Cardholder retrieves his Card after having informed Alpha Card of its loss, theft of misappropriation the Cardholder may no longer use this Card but must continue to use the replacement Card issued to Cardholder. In the event the Cardholder and/or Primary Cardholder retrieves the lost Card, the Cardholder undertakes to destroy such lost Card forthwith. Alpha Card shall assume responsibility for the consequences of the loss, theft or misappropriation of the Card until the notification, unless the Cardholder and/or Primary Cardholder has acted fraudulently or by failing to fulfill one or more of his obligations with intent or gross negligence. After said notification, the Cardholder and/or Primary Cardholder is only still liable for the consequences of the loss, the theft or the misappropriation of the Card in the event the Cardholder has acted fraudulently. Alpha Card shall provide the Cardholder or the Primary Cardholder with the means to prove, for 18 months after notification, that he made such notification.

5.3 Blocking of the Card

Alpha Card reserves the right to block the Card, fully or for a specific payment order, for objectively justified reasons related to the security of the payment instrument, the suspicion of unauthorized or fraudulent use of the payment instrument or a significantly increased risk that the Cardholder or the Primary Cardholder may be unable to fulfill his liability to pay. In such cases Alpha Card shall inform the Cardholder and/or the Primary Cardholder in writing of the blocking of the payment instrument and the reasons for it in an agreed manner, where possible, before the payment instrument is blocked and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited by other relevant Community or national legislation. In writing, addressed to Alpha Card, the Cardholder and/or the Primary Cardholder can ask for the unblocking of the Card if the reasons for blocking no longer exist.

Article 6 – Disputes with the Institution

Alpha Card is not responsible for the acts and omissions of any Institution whatsoever, including refusal to accept the Card as a payment method. Any claim whatsoever regarding goods or services that are acquired by using the Card, as well as any dispute or judicial proceedings whatsoever that arise between the Cardholder and/or the Primary Cardholder and the Institution shall exclusively be settled between the Cardholder and/or the Primary Cardholder and the Institution. Such disputes do not release the Cardholder and/or the Primary Cardholder from his obligation to pay Alpha Card the full amount that is due on the Company's monthly statement or on the statement of the Institution.

Article 7 – End of the Contract

The Cardholder and/or Primary Cardholder may terminate the agreement at any moment and effective immediately, without prejudice to the provisions of article 1.4. of the current General Terms and Conditions. In the case of a breach of trust, non-fulfillment of these General Terms and Conditions of use, or any other serious error by the Cardholder, Alpha Card has the right to terminate the agreement immediately, without a period of notice and without prior notice of default. A breach of trust is understood to entail, among others, neglect to pay the Alpha Card invoices on time, deficient solvency, faltering creditworthiness, or the Cardholder being in a situation in which Cardholder no longer fulfills the award criteria of the moment of acquiring the Card. Nevertheless, Alpha Card has always the right to terminate the agreement with a notice period of 30 days. The Cardholder and the Primary Cardholder undertake to notify Alpha Card immediately and effective immediately. The end of the contract implies the payment of all amounts due and the destruction or the return to Alpha Card of all issued Cards. All costs, commissions and interests will be applied if a debit balance remains on a cancelled Card.

Article 8 – Registration of communications

Alpha Card and any of its proxies may register any telephone communication with the Cardholder and/or Primary Cardholder. To this end, the Cardholder and the Primary Cardholder accept that, in the event the Cardholder or the Primary Cardholder have a telephone conversation with Alpha Card or its proxy, this conversation could be recorded for quality control purposes, and that such data could be used for the purposes set forth under Article 9, without detracting from the provisions of this present article that are in favour of the Cardholder of the Primary Cardholder.

Article 9 – Processing of Data

Alpha Card shall register the personal data furnished by the Cardholder and/or the Primary Cardholder or by third parties regarding the Cardholder and/or the Primary Cardholder, including the data regarding the transactions the Cardholder and/or the Primary Cardholder has/have carried out with the Card and the data concerning the additional services endorsed by these parties to Alpha Card, i.e. essentially personal data, civil status, family composition, private and professional addresses, other contact data, as well as banking, financial, and professional information. Alpha Card is the custodian of the files and American Express International Inc. is the processor of the files. Alpha Card and American Express International Inc. shall use these data for preparation and administration of their relationship with the Cardholder and/or the Primary Cardholder, for direct marketing of financial and insurance products and services, control of transactions, and global profiling of clientele. In order to ensure acceptance of the Card on an international level, Alpha Card shall be allowed to furnish information to the American Express group in Belgium and abroad, including countries outside the European Economic Area (EEA), on a confidential basis, regarding the Cardholder and/or the Primary Cardholder. The Cardholder and/or the Primary Cardholder have the right to obtain knowledge of such data. In the event such knowledge and information is inaccurate, incomplete, or irrelevant, the Cardholder may request its correction or removal. The Cardholder and/or the Primary Cardholder may likewise at any moment oppose at no charge processing of personal data for direct marketing purposes. Cardholders and/or Primary Cardholders who wish to make use of this right may do such by directing a written, dated, and signed request accompanied by a copy of the Cardholder's and/or the Primary Cardholder's identification card(s) (both front and back) to: Alpha Card, Vorstlaan 100, 1170 Brussels/Belgium.

Article 10 - Jurisdiction

Use of the American Express Card is governed by Belgian law, including IPL. Considering the purely professional use of the Card, the Cardholder and the Primary Cardholder expressly agree that the provisions of Title II and Title III of the Payment Services Law and the provisions of the Consumer Credit Law shall not be applicable, with exception of such provisions that can not be excluded. Any dispute between Alpha Card and the Cardholder and/or the Primary Cardholder shall be brought before the competent courts.

The undersigned declares to have read and approved the General Conditions of the American Express Corporate Card.

Signature (Preceded
by "Read and approved"):